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2019 DEC -3 PM 3:01

VIRLYNN TINNELL  
SUPERIOR COURT CLERK

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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 and

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

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

20 **REPLY TO DEFENDANTS'**  
21 **RESPONSE TO MOTION FOR**  
22 **CLARIFICATION OF COURT**  
23 **ORDER/NOTICE/RULING AND**  
24 **RECONSIDERATION OF RULINGS**  
25 **DATED OCTOBER 30, 2019**

26 Defendants.

Honorable Lee Jantzen

27 Plaintiff is in receipt of the Defendants' Response dated November 25,  
28 2019. Plaintiff's seeking "Clarification" is in regards to the Rulings dated October 30,  
2019 where the Court cited his decision "as the same logic as prior courts". Plaintiff  
respectfully seeks the court's findings of fact and for the Court to state his own  
conclusions on which his rulings were based. Plaintiff has shown that the same logic used  
by prior courts does not exist today. Plaintiff will show, in this Reply and using  
definitions and exhibits provided by the Defendants in their Response, that Tract 4076-B



1 is not a separate subdivision from the whole Desert Lakes Golf Course and Estates Tract  
2 4076 Subdivision. Plaintiff will show that the Carlisle Court erred due to the shaded view  
3 of *Lillard v. Jet Homes* that Desert Lakes Golf Course and Estates was not one  
4 subdivision but rather several separate subdivisions. The Carlisle Court's shaded view  
5 obscured the preponderance of evidentiary facts that included Defendant Ludwigs own  
6 letter dated June 11, 2014, submitted to the Arizona Department of Real Estate, that  
7 states on page 9 of the Subdivision Report: "Glen L. Ludwig, P.E. of Ludwig  
8 Engineering Associates, Inc. in his letter dated April 15, 2014 states that Desert Lakes  
9 Estates and Golf Course is a recorded subdivision with tract numbers 4076-A thru 4076-  
10 H that consists of 575 home sites. Tract 4076-A therefore is NOT a stand-alone  
11 subdivision as claimed by Attorney Oehler. The Master Planned subdivision is Desert  
12 Lakes Golf Course and Estates Tract 4076 as evidenced by an approved Preliminary Plat  
13 divided into four phases for development. Phase I Tract 4076-A is not a separate  
14 subdivision. (Emphasis supplied).

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19  
20 The intention to establish a uniform scheme or plan of development is a question  
21 of fact that has been proven for Desert Lakes Subdivision Tract 4076. The Court should  
22 have no difficulty in finding that the intended purpose of the CC&R Declarations for  
23 "said tracts" was to create a common scheme of development for the entire "subdivision"  
24 Tract 4076.

25  
26 **MEMORANDUM OF POINTS AND AUTHORITIES**

27  
28 Plaintiff submitted a "Preliminary Plat" that was approved for the Tract 4076  
Subdivision with four planned phases of development (I, II, III, IV) as part of the

1 approved plat. Given that this Preliminary Plat was approved, it opened the door for the  
2 Board of Supervisors to approve the Final Plat for Phase I Tract 4076-A. The preliminary  
3 plat had legal efficacy before any final plat could be submitted to the Board.  
4

5 Defendants' Exhibit B-2 displays the "County Certificate" for the Final Plat for  
6 Phase I Tract 4076-A that was signed by three county officials and states: "This plat has  
7 been checked for conformance to the approved preliminary plat and for conformance to  
8 the requirements of a final subdivision plan, and appears to comply with all requirements  
9 within my jurisdiction to check and evaluate."  
10  
11

12 In the Defendant's own list of definitions, as cited on page 3 of their Response to  
13 Plaintiff's Motion for Clarification, we find definitions "as they exist today". Plaintiff has  
14 requested Development Services to do a lookup for how developers were assigned Tract  
15 numbers back in the 1988/1989 time frame. If the Court please, we shall assume today's  
16 definitions for Preliminary Plat and Final Plat are relevant to the matter at hand.  
17  
18

19 "Preliminary Plat: A map design, including supporting data, drawn to show the  
20 development of six (6) of more lots or parcels to create a subdivision and as prepared in  
21 accordance with these regulations." (Emphasis supplied).  
22  
23

24 In the case of Desert Lakes Golf Course and Estates, the definition for "Phase" is  
25 irrelevant as the four phases of development were a part of the Preliminary Plat and are  
26 not to be construed as separate subdivisions independent from the subdivision created by  
27 the Preliminary Plat. (Emphasis supplied).  
28

1           “Final Plat: A map of long-term reproducible material, describing the subdivision  
2 development of six (6) or more lots or parcels, prepared in accordance with these  
3 regulations and recorded in the office of the County Recorder, after approval by the  
4 Board of Supervisors.” (Emphasis supplied).

6           The approved Preliminary Plat is not a recorded document. Phase I Tract 4076-A  
7 is the combined description for six (6) or more lots and parcels within the subdivision of  
8 Desert Lakes Golf Course and Estates Tract 4076 that was created by the approved  
9 Preliminary Plat. The Mohave County Treasurer’s Property Tax Statement provides  
10 property owners with the Assessor’s Description: “Desert Lakes Golf Course and Estates  
11 Phase I Tract 4076-A”.

13           The approved Preliminary Plat created the subdivision known and marketed as  
14 Desert Lakes Golf Course and Estates. Final Plats described the lots within the  
15 subdivision’s phases of development. Plaintiff believes it to be an injustice to limit all  
16 property owners, including herself, with limited rights to prosecution within a phase of  
17 development rather than rights to prosecution of violations, attempted and threatened  
18 violations within the entire Desert Lakes Golf Course and Estates Subdivision Tract  
19 4076.

21           Defendants appear to be suffering from the erroneous belief that their egregious  
22 contempt for rules will be supported by the Court. A law suit is not a game for an  
23 experienced opposing counsel to defend his guilty clients with false or misleading  
24 statements, such as highlighting everything in Exhibit B-2 except the important signed

1 statement by county officials regarding the approved preliminary plat. A law suit is a  
2 method used in a civilized society to settle disputes between litigants in the interest of  
3 “justice for all” and based on fact and law.  
4

5           FACT: A preponderance of evidence submitted to the Court shows that Tract 4076  
6 was the Subdivision designation for Desert Lakes Golf Course and Estates. A  
7 preponderance of evidence has been submitted to the court supporting the description of  
8 Desert Lakes Golf Course and Estates as a 300+ acre master planned community.  
9  
10

11           LAW:

12           *Murphy v. Marino*, La.App. 1st Cir., 1952, 60 So. 2d 128,  
13 In order to create a binding covenant running with the land in a subdivision  
14 which is enforceable by any purchaser of property therein, there should be a  
15 uniform plan of restriction applicable to the subdivision as a whole, or  
16 thereby, by reference or by implication, forming a part of his contract with  
the subdivider.

17           The uniform plan of restrictions which are pertinent parts of the matter at  
18 hand and that are applicable to the Desert Lakes Golf Course and Estates Tract  
19 4076 Master Planned Subdivision as a whole, is for the 20 foot front and rear  
20 building and projection setbacks and no advertising signage on unimproved lots.  
21 Recent investigations into other offences includes the minimum square footage of  
22 living space for homes adjacent to the golf course.  
23

24           If there is a conflict with county zoning ordinances, the more restrictive  
25 governs. Lack of enforcement is not a proven fact in Desert Lakes Tract 4076;  
26 however, it is irrelevant as the CC&Rs state in paragraph 19 of Tract 4076-A and  
27 in paragraph 20 of Tract 4076-B:  
28

1 “If there shall be a violation or threatened or attempted violation  
2 of any of the foregoing covenants, conditions or restrictions it  
3 shall be lawful for Declarant, its successors or assigns, the  
4 corporation whose members are the lot owners or any person  
5 or persons owning real property located within the subdivision  
6 to prosecute proceedings at law or in equity against all persons  
7 violating or attempting to or threatening to violate any such  
8 covenant, restrictions or conditions and prevent such violating  
9 party from so doing or to recover damages or other dues for such  
10 violations. ...” “No failure of the Trustee or any other person or  
11 party to enforce any of the restrictions, covenants or conditions  
12 contained herein shall, in any event, be construed or held to be  
13 a waiver thereof or consent to any further or succeeding breach  
14 or violation thereof...” (Emphasis supplied)

15 All of these uniform plans of restrictions were known to each purchaser of lots in  
16 Desert Lakes Tract 4076. It is the law that CC&Rs are disclosed to buyers. These  
17 restrictions are enforceable by any purchaser of property therein and therefore the  
18 Plaintiff claims enforcement rights.

19 As cited in *Lillard v Jet Homes*: “Where these principles  
20 must be applied to determine one's right to enforce a  
21 covenant, it becomes necessary to define” (1) a "plan of  
22 development," (2) the basic nature of the rights acquired,  
23 and (3) a grantee under such plan of development.

24 The Plaintiff contends legal principles support the plaintiff's case as a grantee  
25 under a general plan of development (the approved preliminary plat) with imposed upon  
26 restrictions for the purpose of mutuality of benefit and burdens (the CC&Rs) as it is for  
27 all property owners within the entire Desert Lakes Golf Course and Estates Subdivision  
28 Tract 4076.

Had Lawyers Title wanted to limit prosecution rights to property owners in “said  
tract” they would have made that specification clear in the Declaration. They did not.

1 They made it clear that property owners in the “subdivision” (Tract 4076-A, para. 19, line  
2 6) had prosecution rights and even implied a duty to “prevent” (Tract 4076-A, para. 19,  
3 line 8) violations. Identical language in Tract 4076-B, but in para. 20).  
4

5 Plaintiff considers examples of other subdivisions in Mohave County with Tract  
6 numbers that have appended hyphenated alpha characters added to the Tract number as  
7 relevant. Especially, for properties owned by the Defendants and their legal counsel who  
8 have knowledge as developers and real estate investors that the Court and Plaintiff do not  
9 have. Effective defenses against misleading claims that could adversely affect a fair and  
10 impartial judgment based on truth and full disclosure is the intent for these relevant facts.  
11  
12

13 Plaintiff’s request for “clarification” is in regards to judicial duty to have evaluated  
14 the evidence and to provide the Plaintiff with the court’s findings of fact and for the  
15 Court to state his own conclusions on which his rulings were based.  
16

17 Regarding the disagreement of the ADRE letter of law that the Developer’s sign is  
18 not a for sale sign, the Plaintiff has had to look up what the meaning of fact and law  
19 means to the Court. While it is still not clear, to that end, Plaintiff has now filed a Motion  
20 for Summary Judgment that may be more appropriate for a decision of the Court on the  
21 signage issue as opposed to the Motions for Declaratory Judgment on signs. It is the  
22 Plaintiff’s understanding that the federal courts recognize affirmative duties on the part of  
23 judges that may apply to Arizona courts as well for accommodating the needs of self-  
24 represented litigants. It would have been helpful for both Hon. Judges Gordon and  
25 Jantzen to respond to the Plaintiff on what they meant by fact and law as opposed to the  
26 Plaintiff’s lay language of opinion versus fact or on law that the Plaintiff thought would  
27  
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1 suffice based on the application of Real Estate Law. We shall see when the Court  
2 addresses the MSJ that was filed on or about Nov. 25, 2019.

3  
4 There has never been an abandonment of the CC&Rs. The Defendant's have not  
5 even proven that for thirty years the CC&Rs were not imposed upon developers. The fact  
6 is clear that T&M Development who built the Plaintiff's home, had fencing designs and  
7 materials imposed upon him and he assured that his block wall contractor followed the  
8 wrought iron panel design in the Plaintiff's rear yard and in the return of her side yard  
9 fence. Desert Lakes is a beautiful community that but for greed and contempt of the rules  
10 by some developers, is at risk this late in the course of development where approximately  
11 25% of the lots are still undeveloped. There is no polite way to address this challenge by  
12 the Defendants who have so much contempt for the rules that they do not recognize the  
13 non-waiver provision of the CC&Rs and their Counsel refuses to recognize all of the  
14 CC&R enforcements that he was a party to in mediation of case CV 2016 04026.  
15  
16  
17

18 The subdivision map provided by the Defendants as Exhibit E confuses the  
19 difference between Desert Lakes Estates and Desert Lakes Golf Course and Estates. The  
20 relevant line item is the last line where the County should have identified this TIF as the  
21 Plaintiff's survey that was required to prove ownership of her side yard fence in CV 2016  
22 04026 where Mr. Oehler defended another perpetrator who refused the follow the rules  
23 and worse.  
24  
25

26 Plaintiff believes the Jantzen Court now has an exhaustive preponderance of  
27 evidence in the Court files that Desert Lakes Golf Course and Estates Tract 4076 is  
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1 indeed one subdivision including the approved Preliminary Plat that created the  
2 Subdivision. No more shading of the Court's views by the defense counsel.

3  
4 Plaintiff repeats: "If there shall be a violation or threatened or attempted violation  
5 of any of the foregoing covenants, conditions or restrictions it shall be lawful for  
6 Declarant, its successors or assigns, the corporation whose members are the lot owners or  
7 any person or persons owning real property located within the subdivision to prosecute  
8 proceedings at law or in equity...". It is incumbent upon the Court to recognize that the  
9 language above does not limit prosecution rights to persons owning real property located  
10 within "said tract". (Underscores for emphasis).

11  
12  
13 Plaintiff pleads for clarification of the Court's evaluation of the preponderance of  
14 evidence related to the extensive history of Desert Lakes Golf Course and Estates Tract  
15 4076 and to provide the Plaintiff with conclusions based on fact and law.

16  
17 Plaintiff pleads for denial of Defendants request for attorney fees in this matter.

18 RESPECTFULLY SUBMITTED this 3rd day of December, 2019

19  
20   
Nancy Knight  
21 Plaintiff Pro Per

22 Copy of the foregoing was emailed on December 3, 2019 to:  
23 djolaw@frontiernet.net  
Attorney for the Defendants

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