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VIRLYNN 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 4th SUPPLEMENTAL
DISCLOSURE STATEMENT**

(Assigned to the Hon. Lee Jantzen)

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 4th
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
4 Clarification of abandonment and reversion to acreage. The *Land Division*
5 *Regulations* for Mohave County, Arizona defines abandonment and reversion to acreage
6 in Sec. 30-8. “The abandonment of ... public utility easements, or portions thereof,
7 created by recorded subdivision plats, shall require the submittal of a petition of
8 abandonment to the board of supervisors via the development services department.” “The
9 reversion to acreage of lots or parcels typically will be encountered when an applicant
10 wishes to subdivide ...*land* that has previously been platted. The board may approve the
11 reversion to acreage by resolution. It can be considered concurrently with a subdivision
12 preliminary plat for that property.”

13
14
15 In 1990 the process of creating a preliminary plat for Parcel VV and the sliver of
16 Parcel KK was changed from possible cluster apartment development to the conditionally
17 approved 25 lot scheme, with Desert Lakes’ Special Development Zoning, and the land
18 was designated as the alphabetically suffixed Tract 4076-E. Abandonment procedures
19 were to be completed prior to final approval. **Exhibit A** – Resolution 90-362 and Prelim.
20 Plat of Lipan Circle Loop Street.

21
22
23 The abandonment and reversion process began on April 1, 1991 “for a portion of
24 Parcel KK (a public utility easement and drainage easement) and all of Parcel VV (a
25 future multifamily property) shown on Desert Lakes Golf Course and Estates Tract 4076-

1 B.” The abandonment and reversion to acreage was intended to be designated Tract
2 4076-E upon recording a final plat. **Exhibit B** – Resolution 91-98

3
4 The preliminary subdivision plan for Tract 4076-E was approved for 23 lots with a
5 change from a loop street to a cul-de-sac on July 1, 1991. **Exhibit C** – Resolution 91-185

6
7 Parcel VV was never abandoned from Tract 4076-B within the Desert Lakes Golf
8 Course and Estates Subdivision Tract 4076. **Exhibit D** – Photo of Desert Lakes Golf
9 Course and Estates Entrance Sign at Lipan Circle.

10
11 Several years passed without development and the plan was again changed for 32
12 lots that was given the designation of Desert Lakes Golf Course and Estates Tract 4163
13 Unit E. Since the CC&Rs run with the land, these lots continued to be imposed with the
14 Tract 4076-B CC&Rs.

15
16 Five-foot side yard setback shortfalls may be deemed in compliance for the
17 purpose side yard setbacks are intended which is for air, light, and fire safety of adjacent
18 structures. A zero-foot lot line is allowed when a total distance of ten feet exists between
19 adjacent structures. Plaintiff’s approximately 4.5 foot side yard setback is not out of
20 compliance for the intended purpose since the adjacent neighbor’s home is over twenty-
21 five feet from the Plaintiff’s home. **Exhibit E** – Page 2 Resolution 98-348

22
23
24 **I. FACTUAL BASIS FOR CLAIMS AND DEFENSES**

1 Refer to the Plaintiff's prior Disclosures for Factual Basis of Claims and Defenses.

2
3 **II. LEGAL THEORY OF CLAIMS AND DEFENSES**

4 Refer to prior Disclosures for past legal theory of claims.

5
6 Plaintiff has, since inception of the Complaint, maintained that Desert Lakes Golf
7 Course and Estates is a Master Planned Community. The factual basis for this claim is
8 supported by State Law reference—A.R.S. § 32-2101 Definition 34. "Master planned
9 community" means a development that consists of two or more separately platted
10 subdivisions and that is either subject to a master declaration of covenants, conditions or
11 restrictions, is subject to restrictive covenants sufficiently uniform in character to clearly
12 indicate a general scheme for improvement or development of real property or is
13 governed or administered by a master owner's association. (Underscored emphasis
14 supplied as pertinent to Desert Lakes CC&Rs).

15
16
17 Indispensable parties: Abrogation of the CC&Rs through the Defendants' Motion
18 requires the joining of 673 indispensable parties. **Exhibit F** – Excel Spreadsheet pages
19 for Indispensable Parties.

20 *In Siler v. Superior Court*, 83 Ariz. 49, 54, 316 P.2d 296, 299
21 (1957); Ariz. R. Civ. P. 19. "Indispensable parties are those
22 without whom the action cannot proceed".

23 *In Gila Bend v. Walled Lake Door Co.*, 107 Ariz. 545, 549,
24 490 P.2d 551, 555 (1971). "In Arizona, the test of
25 indispensability is whether the absent person's interest
in the controversy is such that no final judgment or
decree could be entered, doing justice between the parties

1 actually before the court and without injuriously affecting
2 the rights of others not brought into the action."

3 In *Wright v Incline Vill. Gen. Improvement Dist.* 597 F.
4 Supp. 2d, 1191, 1207 (D. Nev 2009) "In an action to set
5 aside a lease or contract, all parties who may be affected by
6 the determination of the action are indispensable.

7 In *Karner v. Roy White Flowers, Inc* 527 S.E.2d 40, 44
8 NC 2000 "It is only necessary to join other lot owners in
9 an action to abrogate and not to enforce CC&Rs. All property
10 owners affected by a restrictive covenant are necessary
11 parties to an action to invalidate that covenant."

12 The original developer's purpose for the twenty-foot setbacks and wrought iron
13 fencing design, front and rear, is for views. Views of the golf course and surrounding area
14 and unobstructed views as people drive down our streets. According to GMC.com,
15 pickup trucks can be as long as nineteen feet. Less than a twenty-foot driveway with a
16 parked truck obstructs views and defeats the purpose for which a twenty-foot long
17 driveway was intended.

18 *Citizens for Covenant Compliance*, an unincorporated association, appealed their
19 case for rights to prosecution all the way to the California Supreme Court who reversed
20 the Appeals Court decision in favor of *Citizens*. The *California Supreme Court* (1995) 12
21 Cal.4th 345 discussion on restrictions is relevant. "These subdivision restrictions are used
22 to limit the type of buildings that can be constructed upon the property or the type of
23 activity permitted on the property, prohibiting such things as commercial use or
24 development within the tract, limiting the height of buildings, imposing setback
25 restrictions, protecting views or imposing similar restrictions." (Emphasis supplied)

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

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

5 All paragraphs submitted in the Plaintiff's prior Disclosures includes additional
6 amounts found due by a jury and/or found due by judgment of the Court including
7 sanctions.

8 Additional measures of damages includes ongoing Attorney consult fees.

9 Additional measures of damages for Plaintiff's lost opportunity costs for wages as
10 a teacher and lost opportunity for full COVID 19 related unemployment compensation
11 due to low wages in the State calculations for the 2020 benefit year. **Exhibit H –**
12 **Unemployment Compensation Denial Letter.**

13 Pending are Plaintiff's attorney fees and costs incurred for Appeal or Trial
14 pursuant to law and A.R.S. SS 12-349 and Rule 11, A.R.C.P. and contract law and any
15 other applicable law together with interest on those sums, where applicable, at the legal
16 rate from the date of Judgment until paid in full.

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

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

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

3 **VIII. TRIAL EXHIBITS AND TANGIBLE EVIDENCE**


4 In the event Plaintiff determines other tangible evidence and documents that are
5 not provided herein, or previously disclosed, and as necessary, Plaintiff will supplement
6 its Disclosure Statements accordingly.
7

8 **IX. VOLUMINOUS ELECTRONIC DOCUMENTS**

9 Email correspondences, not included in this Disclosure, are unknown to be
10 pertinent to the Defendant's defense at this time; if needed at time of trial for Plaintiff's
11 claims or Defendant's crossclaims, the pertinent information will be disclosed to the
12 Defendant's attorney before trial.
13

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

16 RESPECTFULLY SUBMITTED this 7th day of May, 2020.

17 
18 _____
19 NANCY KNIGHT
20 Plaintiff Pro Per

21 COPY of the foregoing emailed on this 7th day of May, 2020 to:
22 djolaw@frontiernet.net
23 Attorney for Defendants

24 Daniel J. Oehler, Esq.
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