

FILED
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CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: VA DEPUTY

1 Nancy Knight
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (951) 837-1617
nancyknight@frontier.com

5 Plaintiff Pro Per

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

8 NANCY KNIGHT

9 Plaintiff,

10 vs.

11 LUDWIG, et. al.

12 Defendants.

Case No.: **CV 2018 04003**

**PLAINTIFF'S RESPONSE TO
DEFENDANTS SEPTEMBER 5, 2023
MOTION TO STRIKE PLAINTIFF'S
SERVICE PACKET DOCUMENTS**

Honorable Judge Nielson

13
14
15
16
17 Comes now Plaintiff Pro Per Nancy Knight, respectfully Responding to
18 Defendant's Motion to Strike Plaintiff's documents in the matter of the Service Packet
19 that is to be mailed to the Rule 19 Indispensable and or Necessary Parties (hereinafter
20 "Parties").

21
22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 Under Rule 12(f), a part of a pleading can be removed if it is redundant,
24 immaterial, impertinent, or scandalous. None of Knight's language in the August 25,
25 2023 Notice to the Court of Knight's Notice to Property Owners has any immaterial,
26 impertinent or scandalous information. Property Owners have a right to full disclosure in
27 this matter of abandonment and history of this case.
28



B8015CV201804003

1 In contrast, it is the Defendant's scandalous Notice to Property Owners that should
2 be stricken voluntarily by the Court. The most scandalous part of the Defendant's Notice
3 is the claim that Knight is suing the Parties. It would be scandalous for the Court to allow
4 the Defendants to claim Knight is suing the Parties who are being mailed the Service
5 Packet documents. It is a false and malicious claim.
6

7
8 It is not false nor malicious for Knight to inform the Parties that the movant in the
9 Motion for Summary Judgment (MSJ) on Abandonment is Azarmi, Ludwig et. al. Knight
10 recognizes Azarmi as the main culprit in this matter since Ludwig is an out-of-state
11 partner who has not been directly involved in the misdeeds of Azarmi.
12

13 A movant is always the party making a motion or request to the court as Azarmi
14 et. al. did with their Motion for Summary Judgment on Abandonment that had oral
15 arguments about three years ago. Azarmi et. al. are the movants (Plaintiffs) in the MSJ.
16 Knight is therefore the Defendant on the issue of Abandonment.
17

18 The former Court did not grant summary judgment on Abandonment of the
19 Declaration in 2020. Plaintiff Knight still awaits a Rule 12 (b)(6) claim on what Deed
20 Restrictions that she is supposed to defend at trial and before the Service Packet is mailed
21 to the Parties on the issue of Abandonment. For this reason, **Exhibit 3** – Contents of the
22 Service Packet includes an undated and unsigned "Notice to Property Owners" to be
23 completed at the time of actual mailing.
24
25

26 When Summary Judgment was neither granted nor denied, the Court believed that
27 no Indispensable Parties were necessary in the matter as we proceeded in this case for
28 Injunctive Relief. However, the Defendants continued to claim abandonment, albeit

1 without following Rule 12 (b)(6) for stating a claim for which relief can be granted.

2 If abandonment of deed restrictions is now the matter before the jury, then Rule 19
3 did apply and pursuant to case law the party who seeks abandonment must join Parties.
4 The former Court ruled otherwise, and chose to have the Plaintiff who filed the law suit
5 suffer the costs of the Service Packet and mailings to the Parties. This is a serious issue
6 for Appeal when this case finally has a Rule 54 Final Judgment. The abuse of discretion
7 and violation of case law by Judge Jantzen who Ordered the Plaintiff who filed a Breach
8 of Contract Complaint to Serve Indispensable Parties is a precedent setting matter that
9 will chill any future attempts at enforcement of CC&Rs in Arizona.
10
11
12

13 Azarmi is the primary Plaintiff on the issue of abandonment. Plaintiff Azarmi has
14 the burden of proof of abandonment. The Defendants attempted to prove abandonment of
15 the Declaration with frequency data collected by Affiant Weisz and they filed Affidavits
16 with multiple false claims. This case has been mismanaged by a Judge who was
17 apparently unqualified in Real Property litigation that involves Covenants, Conditions
18 and Restrictions.
19
20

21 It is redundant to keep referring to Knight as the Plaintiff suing the Parties. It is
22 erroneous and malicious. But for abandonment, the Parties would not be needed.

23 Knight's Amended Notice to Property Owners (second one referred to by Mr.
24 Oehler) was not filed by the Clerk of the Court who returned it to the Plaintiff for lack of
25 a signature by the Plaintiff. The Minutes of the Oral Argument hearing led Knight to
26 realize she had until August 31, 2023 to complete a Notice to Property Owners. The
27 Notice to Property Owners is an informational document. It is not intended to be written
28

1 by the Court nor the Clerk of the Court as Knight had misconstrued with her first draft
2 that should now be considered obsolete.

3
4 On August 25, 2023, the Court was provided Notice that Knight had filed a
5 “Notice to Property Owners” for the Service Packet. It was mailed timely on August 25,
6 2023 and delivered for timely filing by the Clerk of the Court in Kingman, Arizona. This
7 informational Letter, if you will, was signed by the Plaintiff and contains pertinent
8 information for the Parties; however, that signature and date is to be corrected at the time
9 of actual mailing to the Parties. See Exhibit 3 – Proposed Contents of Service Packet.
10

11
12 Notice to the Parties is not an informational Letter from the Court. The Notice to
13 Property Owners in this matter is similar to a Preliminary Notice in Arizona that is
14 typically sent to a property owner near the beginning of a construction project. The
15 Notice to Property Owners on the issue of abandonment is a preliminary notice near the
16 beginning of litigation for the Complaint and any dispositive motions yet to be filed by
17 Azarmi et. al. for abandonment of Deed Restrictions. It is informational with first-hand
18 information that must be true. But for the issue of abandonment, that is intended to be a
19 taking of Knight’s right to sue Azarmi, the other Parties would not need to be Noticed
20 and mailed a Service Packet. The Defendant’s counsel refused agreement on a Stipulation
21 for the language to be used.
22
23

24
25 Knight does not have the burden of proof on abandonment of any of the Deed
26 Restrictions. This case is intended to take Knight’s substantive property rights and/or
27 preclude her from consequences for himself and his family members’ misdeeds that is
28 being litigated in CV 2022 00177 in Yavapai County.

1 Plaintiff pleads for the Court to deny the Defendant's Motion to Strike the
2 Plaintiff's August 25, 2023 "Notice to Property Owners" that the Court allowed the
3 Plaintiff to author with a deadline of August 31, 2023 when the Plaintiff and Defendants
4 could not come to an agreed upon stipulation. The Defendants have misleading
5 information in their version of the case and are intent on inflaming the Parties against
6 Knight with a Court approved Notice from them that is scandalous and malicious.
7
8

9 Plaintiff's Notice to Property Owners is intended as full-disclosure to the Parties
10 of the situation in this case and to be clear to the Parties that Plaintiff Knight is not suing
11 any of the Parties in CV 2018 04003 except Ludwig, Fairway and Azarmi. Refer to
12 Exhibit 3.
13

14 Mr. Oehler claims that because Knight is suing his clients, she is suing every lot
15 owner in the said portions of the Subdivision where the Hon. Judge Carlisle adjudicated
16 her standing. This is simply not true.
17

18 Nor is Plaintiff required to seek out anyone who may have a violation as the
19 Defendants have done. The non-waiver clause is clear in Section 20 of the Declarations
20 as paraphrased here that no failure to enforce shall be construed or held to be a waiver or
21 consent to any succeeding violation. See Exhibit 3 – CC&Rs
22

23 Knight makes it clear to the property owners that Knight has made efforts to
24 protect property owners from law suits when acting in the capacity of President of the
25 Subdivision Tract 4076 Unincorporated Association with a Ballot mailed to property
26 owners for Amendments to the Desert Lakes Golf Course & Estates Covenants,
27 Conditions and Restrictions (CC&Rs). That Ballot and contents of information is a part
28

1 of the record in this case. The Gag Order is a violation of Knight's First Amendment
2 right to free speech that this Court claims he cannot reverse.

3
4 The Golf Course is no longer owned by the original developers of Subdivision
5 Tract 4076 and the marketing name of the Desert Lakes Golf Course was changed to the
6 Huukan Golf Club prior to Knight filing the Resolutions for the UA with the County
7 Recorder; however, the Mohave County Subdivision Index name remains Desert Lakes
8 Subdivision Tract 4076. Knight has done nothing wrong and seeks justice in this case.

9
10 This Court asked if a settlement could be reached in this case. Knight has offered a
11 settlement proposal to be reached in both of her pending legal actions as sent to Mr.
12 Oehler in July 2023 as follows:

13
14 "The Hon. Judge Neilson asked during our Status Conference
15 if there was a possibility for a Settlement. At the time, my answer
16 was negative; however, there does exist potential for a negotiated
17 settlement for this case together with the Appeal case where my
18 home will be brought into compliance with SD/R zoning and
19 Res. 93-122 for setbacks, the Gag Order will be lifted, abandonment
20 will be dismissed so Indispensable Parties are not needed in
21 this settlement and I would receive \$52,300 in damages as shared
22 by multiple parties. Your clients would agree to not violate the
23 Tract 4026-B CC&Rs. The County would agree to remedy the
24 zoning on Tract 4163. The binding mediated settlement will include
25 the stipulation that the 2018 case and the case currently in Appeal
26 would be dismissed.

27
28 Multiple parties are copied on this offer because multiple attorneys
will need to discuss the settlement with you and their respective
clients."

29 The settlement offer was denied by T'Shura, one of the three copied attorneys.
30
31 The Appeal was dismissed due to T'Shura's Rule 54 (c) error that the Court signed. Hon.
32 Judge Napper is taking the matter under advisement. Courts are duped by attorneys.

1 Azarmi caused Knight's ten foot rear yard setback and the ten foot rear yard
2 setback of those who are now involved in Knight's third CC&R matter (CV 2021 04071
3 that had a change of venue to Yavapai County). Azarmi, Kukreja, Jamnejad, Siavosh, and
4 Coury are all a part of what appears to be a real estate shell game that is now pending
5 Judge Napper's "under advisement ruling" on being duped into signing an erroneous
6 dismissal created by T'Shura who is defending Kukreja, in conflict and at the expense of
7 her other clients.
8

9
10 In contrast to the movant for a Court decision, a plaintiff is always the person or
11 party bringing a legal action that is not a request to the Court. Knight's Complaint against
12 Defendant Azarmi et. al. is the legal action in this case. That part of the trial is in regards
13 to the Defendants misdeeds. It has nothing to do with any other Parties or to the Parties in
14 Knight's third case pending in Yavapai County that T'Shura Elias represents.
15
16

17 Azarmi et. al. are the Defendants in Knight's legal action. None of the Parties are
18 required to be joined as Defendants in Knight's legal action because they are not being
19 sued by Knight nor does the non-waiver clause in Section 20 of the Declarations require
20 Knight to sue any of the Parties not so named in the Caption of this case.
21

22 Count One included Fairway Constructors violating the CC&Rs with Azarmi and
23 Ludwig's building and selling a home with violations to Defendant Roberts, and
24 Azarmi's attempting to violate the CC&Rs with Res. 2016-125 that cost the taxpayers an
25 estimated \$12,500. Count Two is for Injunctive Relief to stop the Defendant's misdeeds.
26

27 Azarmi, as a major campaign contributor to Hon. Judge Moss, who suspiciously
28 assigned this case to your Honor when he should have recused himself from all matters in

1 this case, was Mohave County's former Supervisor Moss in 2016. Azarmi was confident
2 he would get the votes to pass Res. 2016-125 proposal. That is what he told the Board of
3 Adjustment for the variance on the home he built and sold to Defendant Roberts.
4 Supervisor Moss failed to convince three other members of the Board to approve
5 Azarmi's resolution. Knight disclosed the deceit in the proposal and three members of the
6 Board voted to deny. The proposal had been mailed to over 700 property owners at no
7 cost to Azarmi. 180 property owners, including Azarmi, his relatives, Ludwig and other
8 of Azarmi's close ties, opted-in and signed the Waiver of County liability. Four of the
9 homes built in violation of Res. 93-122 for twenty foot setbacks, front and rear, were
10 attempted to be amended to this Complaint and Leave to Amend was denied by the
11 former Court.
12

13
14
15 This case would have been resolved years ago but for the Defendant's Motion for
16 Summary Judgment on abandonment as their third effort to have this case dismissed.
17 Summary Judgment failed and the case was not dismissed.
18

19
20 The Defendants have resorted to false claims that their "build to suit" advertising
21 signs on unimproved lots were "for sale" signs. The entire Count One was erroneously
22 dismissed when the Hon. Judge Carlisle signed that Dismissal as written by Mr. Oehler.
23 That dismissal matter needs to be resolved on Appeal as well as the language of
24 "subdivision" in Section 20 for prosecution rights as opposed to the language of "said
25 tract" for specific lot numbers listed in the Declarations as phases of development within
26 the 300+acre Subdivision Tract 4076 progressed. Higher Courts recognize that specific
27 Declaration language matters and words captured in Transcripts matter.
28

1 There exists nothing in Plaintiff's "Notice to Property Owners" as provided by
2 email to Mr. Oehler and to the Hon. Judge Nielson's Judicial Assistant Lerma that is a
3 false statement. There does appear to be a scanning error on pages 8-9 that is corrected in
4 the attached Exhibit 3.
5

6 Mr. Oehler's Good Faith Consult included two formal letters that Plaintiff
7 responded to by email on August 18 and August 31, 2023. See **Exhibit 1 and Exhibit 2.**
8 Mr. Oehler's phone call on Labor Day requesting Plaintiff withdraw all of her documents
9 was met with Plaintiff telling Mr. Oehler that if he finds anything in her Notice to
10 Property Owners that is false, she would gladly correct errors. Mr. Oehler has responded
11 with this Motion to Strike. Apparently, he could not find any false claims.
12

13 Multiple errors or deliberate false claims are made by the Defendants in their
14 Notice to Property Owners. It would be wrong to mislead the Parties who may choose to
15 take part in this case.
16

17 Plaintiff has attempted to resolve this issue with a simple Injunctive Relief to stop
18 the misdeeds of Mr. Azarmi and Mr. Ludwig who are bent on destroying their major
19 competitor and profiting from setback violations at the expense of others. Desert Lakes is
20 the preferred subdivision over the Defendants' Fairway Estates and Fairway Village
21 subdivisions. Buyers, as Knight was in 2010, prefer protections of CC&Rs without the
22 costs of an HOA or POA.
23

24 Plaintiff pleads for this Court to approve the language in the "Final Order" that
25 Knight is to follow for mailing the Service Packet to the Property Owners. The current
26 owners have already been researched in the Mohave County Assessor's website for the
27
28

1 Assessor Parcel Numbers (APNs) among the three said tracts in this case and the Excel
2 Spreadsheet has already been provided to the Clerk of Court of Mohave County and to
3 Mr. Oehler.
4

5 Plaintiff pleads for this Court to not allow the Defendants to make false claims to
6 the Property Owners about this case. But for the former Court's error in not following
7 case law, the movant in the Motion for Summary Judgment in this case would have
8 resulted in Ludwig et. al. being Ordered to Serve the Indispensable Parties. As the
9 movant on abandonment, they are the Plaintiffs.
10

11 This complication has resulted in a need for language to be amended in the
12 Summons and Waiver of Service Forms to assure the Property Owners that Knight is the
13 Plaintiff in the Complaint against Ludwig et. al. and that Knight is not the Plaintiff
14 seeking abandonment of the CC&Rs that is threatening the value and nature of the intent
15 of the Declarations for Tract 4076-B and Tract 4076-D.
16


17 This case is about preventing the Defendants from destroying the intent of the
18 Desert Lakes Tract 4076 Declarations. This is a 300+acre subdivision that still has a golf
19 course although the name of the golf course has changed to the Hukaan Golf Club. The
20 marketing name of Desert Lakes Golf Course changed with new ownership by the
21 Mojave Native Americans. That is why the Mohave County Subdivision Index Name of
22 Desert Lakes Tract 4076 is the official name of the Subdivision. Subdivision Tract 4076
23 is appropriate for the formation of the Unincorporated Association (UA) that was formed
24 for the benefit of property owners and is strictly volunteer run with no annual fees.
25 Azarmi's Fairway Estates has been charging their property owner's fees for thirty years.
26
27
28

1 Plaintiff pleads with this Court to deny the Defendant's Motion to Strike and deny
2 attorney fees.

3
4 Plaintiff pleads with this Court to limit the number of pages she needs to copy for
5 insertion in the Service Packet as requested in the Final Order that is not necessary for the
6 majority of Parties. Exhibit 3 includes all pages that is intended for the twelve Tract
7 4076-D Parties that may be reduced by five notarized pages of the Answer.
8

9 Plaintiff can save significant copying costs by not including the Tract 4076-D
10 Declaration to the Parties who are subject to only the Tract 4076-B Declaration.
11

12 **RESPECTFULLY SUBMITTED** this 9th day of September, 2023.

13 
14 _____
Nancy Knight, Plaintiff Pro Per

15
16 **List of Exhibits:**

- 17 1. Email to Mr. Oehler – August 18, 2023
18 2. Email to Mr. Oehler – August 31, 2023
19 3. Service Packet contents – number of pages pleaded to be reduced
20 4. Final Order to be completed by the Court

21 Copy of the foregoing emailed on September 9, 2023 to:

22 djolaw10@gmail.com
Daniel Oehler, Attorney for Azarmi, Ludwig, Fairway
23 kalerma@courts.az.gov
24 Judicial Assistant to the Hon. Judge Nielson
25
26
27
28

Exhibit 1

First email response to Mr. Oehler
in a continued attempt for Stipulation
August 18, 2023

nancyknight@frontier.com

From: <nancyknight@frontier.com>
Date: Friday, August 18, 2023 11:42 PM
To: "Daniel Oehler" <djolaw10@gmail.com>
Subject: Re: Knight v. Ludwig, et al. CV-2018-04003

Dear Mr. Oehler,

I see the confusion. There are a total of only 24 "buildable lots" due to Mr. Coury of T&M acquiring the Parcel VV Plat divided into 32 small buildable lots created by your client (Azarmi as VP of Ludwig Engineering Associates). Mr. Coury's combining lots created a total of 24 APNs and only one home can be built on my one APN - as is the case for all combined lots. I believe the jury would see it that way.

But for the fraudulent zoning change, Tract 4163 would not have ten foot rear yard setbacks and its zoning would be SD/R and not SD/RO. This needs to be corrected for conformance with Res. 89-116 and Res. 93-122.

I am not suing anybody in this case for Breach of Contract other than your client Azarmi for his attempt and threat in his Res. 2016-125 that was erroneously dismissed with Count One and for Injunctive Relief.

Pursuant to the Declaration, no property owner, including me, is "required" to sue anybody. That is what is meant by the non-waiver clause and in fact, I am trying to prevent law suits by expending my time and money on Amendments to the Declaration and forming a Committee for exceptions and variances. But for your Gag Order, many property owners would be protected from your client's claims by now.

Your clients are suing the indispensable parties for the claims made by Mr. Azarmi's employee in the spreadsheet data submitted for the MSJ and pursuant to the Affidavits that are intended to support your clients' claims in the law suit.

There was a fraudulent zoning change from Agricultural that did not exist in 1998 when Mr. Kukreja, who owned Parcel VV under the business name of 1043 Arizona Properties, had Mr. Azarmi's Ludwig Engineering firm draw a 32 small lot plat that did not conform to the approved Res. 89-116 Special Development Zoning with 20 foot setbacks, front and rear and 6,000 sq. ft. lots. It is a messy situation and any reasonable person would most likely agree that your clients caused the ten foot setbacks that they are now wanting to sue me and others for.

I stand on my position that the Summons must list your clients as the Plaintiff's suing every property owner in the pertinent Phase II and Phase III areas of the Desert Lakes Tract 4076 Subdivision and I am the Defendant defending the Declaration or the Deed Restrictions that your clients are intending to claim pursuant to Rule 12 (b)(6) that awaits the Court's decision and Order before the other parties are Noticed.

Also, the Roberts are not dismissed until a Final Judgment pursuant to Rule 54 dismisses them. Errors were made in the way you wrote the dismissal Order that did not conform to the Transcript of Judge Carlisle's intent as clarified during the Oral Argument hearing for only the home owned by the Roberts and not the entire Count One.

Also the Roberts may not be dismissed at all since the law of cases is clear on language in the CC&Rs that anyone can sue anywhere in the "subdivision" and not just in a "said tract". Judge Carlisle may have erred. Every property owner in all three pertinent combined Declarations needs clarity on that arguable point and it needs to come from a higher court. It would make no sense for homes in one "said tract" within a "subdivision" to become blighted while the adjacent "said tract" in the same "subdivision" suffered the loss in property value and protections intended for consistency of purpose and intent of the Declaration.

We agree to disagree and will have to rely on the Court or jury as the case progresses.

Regards,
Nancy

From: Daniel Oehler
Sent: Friday, August 18, 2023 4:41 PM
To: nancyknight

9/6/2023

Exhibit 2

Second email response to Mr. Oehler
due to conflicts resulting from Knight's August 25, 2023
Revised "Notice to Property Owners"

August 31, 2023

nancyknight@frontier.com

From: <nancyknight@frontier.com>
Date: Thursday, August 31, 2023 6:54 PM
To: "Daniel Oehler" <djolaw10@gmail.com>
Subject: Re: Knight v. Ludwig, et al. CV-2018-04003

Dear Mr. Oehler,

It is you and your clients who are trying to mislead the Indispensable Parties. I am not suing anyone except your clients in this case. I did not have anyone go around seeking violations as you had Ms. Weisz do. It is clear that you are threatening the Indispensable Parties and inciting them against me.

The Notice to the Court, that should have been filed by now as mailed on August 25, informs the Court that I have revised the Notice to Property Owners and the revision provides these property owners with full disclosure of the situation. Using the term "lots" was misleading as you pointed out. The APNs are how we trace current owners of land. I am not suing any of the Indispensable Parties in this case. I have attempted to protect many of them from law suits.

The Declaration was not ruled abandoned by Judge Jantzen when you filed your MSJ and Oral Arguments were heard; therefore, the non-waiver clause is still in full force and effect. I am protecting my investment in my real property which includes the value of the protective intent of the Declaration. I have been so doing since the 2016 case.

I intend to recover my costs in small claims court for any property owner who refuses to send me the Waiver of Service form. It does not matter to me at this point if I have to include a few extra pages of your client's notarized signatures in their Answer even though these pages serve no relevant purpose for the indispensable parties.

The Summons and Waiver of Service by a professional process server should be included in the Service Packet and it should be clear to the parties that this part of the case was brought by your clients as Plaintiff's (movants) on abandonment of the protective sections of the Declaration that you have threatened them with as found in Ms. Weisz spreadsheet. I am the Defendant of my Declaration of Covenants, Conditions and Restrictions.

As I read the Court Order, it appears that both of our versions of the Letters known as "Notice to Property Owners" will be included in the Service Packet.

I have been informed by the Post Office that Priority Mail for about \$15 per envelope with a Return Receipt does not have a weight limit therefore whatever the Court decides on the final language of the Order and the number of pages to include in the Service Packet is what I will follow.

It is time to get on with it and let the jury decide this case. The Excel Spreadsheet has been verified for current owners of APNs and I am looking forward to getting the Service Packets mailed as Ordered.

I will not accept any more abuse or inciting the community with false claims.

Regards,
Nancy

From: Daniel Oehler
Sent: Wednesday, August 30, 2023 4:33 PM
To: nancyknight
Subject: Knight v. Ludwig, et al. CV-2018-04003

Please see the attached.

Thanks.

9/6/2023

Exhibit 3

Maximum pages for Contents of the Service Packet –
possible reduction by Order of the Court

Unsigned and undated Notice to Property Owners
to be completed at time of mailing.

Nancy Knight
1803 E. Lipan Cir.
Fort Mohave, AZ 86426
Telephone: (928) 768-1537
nancyknight@frontier.com

Plaintiff Pro Per

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

NANCY KNIGHT

Plaintiff,

v.

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

Defendants.

Case No.: B8015 CV 2018 04003

NOTICE TO PROPERTY OWNERS

Honorable Judge Nielson

**THIS LAW SUIT MAY AFFECT YOUR
DESERT LAKES GOLF COURSE & ESTATES
TRACT 4076-B, TRACT 4076-D AND TRACT 4163
PROPERTY RIGHTS**

You have been served as a party in this lawsuit based upon your interest in real property subject to the Tract 4076-B and/or Tract 4076-D Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course and Estates (referred to herein collectively as "Declarations") so that you can decide what action you wish to take regarding the pending trial by jury for Ludwig's et. al. claim of abandonment of the

Declarations and/or claim of abandonment of specific Deed Restrictions.

You are not being sued in this case but your property may have been listed as having CC&R violations by the Defendants. The Court will join you in the law suit as a Plaintiff or Defendant depending on your response to this Notice.

Twenty-five Tract 4163 APNs are subject to the Tract 4076-B Declaration.

Twelve APNs planned as Tract 4076-B lots that are situated along the Frontage Road at the intersection of Lipan Blvd. and Mountain View are subject to both the Tract 4076-B and Tract 4076-D Declarations. Section 7 in the Tract 4076-B Declaration lists the twelve lots numbered 75-86 inclusive, Block F.

Lot 81 in Block F is called out in the Tract 4076-B Declaration as being a lot adjacent to the golf course. Due to realignment of some of those preliminary plat locations, Lot 81 became a lot that is not adjacent to the golf course. This realignment of lots caused Tract 4076-D to have a separate map and County Tract designation within Subdivision Tract 4076 and an additional Declaration was recorded for Tract 4076-D.

A copy of both the Tract 4076-B and Tract 4076-D Declarations are included in your Service Packet of Documents.

A copy of Plaintiff Knight's January 2018 Complaint and the Defendant's June 2018 Answer are included in the Service Packet along with Waiver of Service Forms for your DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS pursuant to Rules 16, 4(f) 4.1 and 4.2 of Arizona Rules of Civil Procedure.

Pursuant to Rule 4.1 (2), if a party fails, without good cause, to sign and return a waiver requested by a plaintiff, the court must impose on the party: (A) the expenses later incurred in making service including copying costs and postage; and (B) the reasonable expenses, and attorney's fees, of any motion required to collect those service expenses.

You are being provided with an email address for submitting a letter of good cause explaining why you or any partner in the ownership of your APN or APNs is unable to sign and return the Waiver of Service form. You may send the letter in the self-addressed stamped envelope enclosed or send a pdf of the signed letter to Nancy Knight's email address at: nancyknight@frontier.com

Knight's claim against Defendants James B. Roberts and Donna M. Roberts who own an APN in Phase I, Tract 4076-A was dismissed in 2018 when Knight was granted standing to prosecute violations only for lots that run with the land in Tract 4076-B. The dismissal of Roberts and other parts of dismissal of Count One is pending Appeal when a Final Judgment in this case has been ordered by the Court.

The Tract 4163 and Tract 4076-B lots were planned and approved in 1989 to be a minimum of 6,000 sq. ft.; however, eleven years later, a Defendant's firm was involved in creating a 32 lot plat for Tract 4163 of less than 6,000 sq. ft. and in 2002 many of those lots were combined partially or completely to create larger lots. A total of twenty-five APNs comprise Tract 4163.

There exists 243 APNs associated with Mohave County Assessor's Property Description in this law suit among Tracts 4076-B, 4076-D and 4163. As of August 19, 2023, there are about 221 envelopes among the 243 APNs to mail to Indispensable Parties including the Plaintiff and two Defendants. The County Assessor reports three APNs are owned by two of the Defendants in this case.

The Defendants in this case have made a claim of abandonment of the Declaration and have listed addresses for APNs where they claimed sections of the Declarations have been violated. As property owners, they have a right to file a law suit against you or your neighbors. They have threatened Plaintiff Knight for her less than twenty foot rear yard setback, less than five foot side yard setback, Dish antenna on the roof, white wrought iron fence panels, and chain link for the golf ball safety barrier.

In response to their allegations against all property owners, Plaintiff filed a Resolution in January 2021 establishing an Unincorporated Association to either amend the Declarations or form a Committee for variances or exceptions to prevent law suits.

In response, Defendants filed for a Gag Order to be placed on Knight that was approved by the now recused Court. The Gag Order effectively stopped the Plaintiff from soliciting volunteers to serve on the Committee for variances and exceptions and rumors spread in the community that effectively caused a failure of the mailed Ballot for Amendments to the Declaration that required 75% of the APNs to have signed signatures

by the property owners. The Ballot for Amendments may still be mailed to the UA.

This law suit involves claims by Knight that the Defendants, Glen Ludwig and Pearl Ludwig of the Ludwig Family Trust, Fairway Constructors, Inc., and Mehdi Azarmi, have violated certain sections of the Tract 4076-B Declaration. Specifically, they are alleged as violating Res. 93-122 setbacks for Desert Lakes' Tract 4076 Special Development Zoning as approved in conformance with Section 6 of the Declaration; Section 12 (business advertising signs on unimproved lots); and Section 20 (threatened and attempted violation of Section 6 for Defendant Azarmi's efforts to amend Res. 93-122 with Res. 2016-125 and Res. 2016-126 that failed to pass Board of Supervisor approval on October 3, 2016). The Section 20 allegation was erroneously dismissed with Count One and is an Issue for Appeal when this case finally has Final Judgments.

The Defendants have not denied Knight's claims. Their affirmative defense is a claim of abandonment of the Declaration which in turn results in abandonment of the non-waiver provision of Section 20 and all protective Sections of the Declaration.

Knight argues that complete abandonment of the Declaration has not occurred pursuant to case law. Complete abandonment of the **Declaration** - which is the "entire set of Deed Restrictions" - is found in *Burke v. Voicestream Wireless Corp.*, 207 Ariz at 399, ¶ 26, 87 P.3d at 87 (Ariz. Ct. App. 2004).

¶ 26 The non-waiver provision would be ineffective if a complete abandonment of the entire set of Restrictions has occurred. The test for determining a complete abandonment of deed restrictions — in contrast to waiver of a particular section of restrictions — was set forth by our supreme court in *Condos v. Home Development Company*, 77 Ariz. 129, 267 P.2d 1069 (1954): "[W]hether the restrictions imposed upon the use of lots in this subdivision have been so thoroughly disregarded as to result in such a change in the area as to destroy the effectiveness of the restrictions, defeat the purposes for which they were imposed and consequently amount to an abandonment thereof." *Id.* at 133, 267 P.2d at 1071.

The *Burke* court held that the violations of section 4 have not destroyed the fundamental character of the neighborhood and concluded as a matter of law that the non-

waiver provision remained enforceable.

In *Cundiff et.al. v. Cox et.al.*, an Arizona case in Yavapai County that began in 2003, the fundamental character of the neighborhood was captured in a video where the nine acre parcels with dirt roads maintained the fundamental character of the intent for a rural, residential community.

From *O'Malley v. Central Methodist Church*, 67 Ariz. at 257, 194 P.2d 444 (1948) the Arizona Supreme Court held that where frequent violations of the restrictions have been permitted, then the neighborhood scheme will be considered abandoned.

Refer to paragraph four of the Declaration for Tract 4076-B for the intent of the Declarants who “established a general plan for the protection, maintenance, development and improvement of said tract”.

The said tract in this civil case is Tract 4076-B. It is one of three Declarations for all lots in Phase I through Phase IV of the 1988 approved Preliminary Plat. Phase I became Tract 4076-A. Phase II and Phase III lots and parcels were combined for the Tract 4076-B Declaration. Phase IV became Tract 4076-C that is situated east of Mountain View and north of Lipan Blvd. for the Tract 4076-C Declaration.

Knight contends the fundamental character of Desert Lakes Golf Course & Estates has been maintained for the intent of a golf course and single family residential lots therefore the non-waiver provision of the Declaration remains valid and enforceable.

Further, frequent violations have not been permitted. Knight's CV 2016 04026 case resulted in remedy for a fence violation. In 1991, CEO Passantino of Desert Lakes Development, who created Subdivision Tract 4076, had the Board of Supervisors

abandon the erroneous Multifamily housing designation applied to Parcel VV by the County when no multifamily zoning existed in 1988 when the Preliminary Plat was approved. T&M Mohave Properties' member, Tom Coury, did not acquiesce in 2002 for Tract 4163 to be conditioned for annexation or creation of a Property Owner Association and the Board approved abandonment of that POA condition.

The CC&Rs continue to expressly prohibit multifamily housing, no Corporation has been formed for a Property Owner Association and remedy for violations continues to be enforced or attempted to be enforced in a Court of law in three cases to date. Remedy between neighbors continues without the need to file a law suit.

Desert Lakes has an Unincorporated Association (UA) for the explicit purpose of amending the CC&Rs to prevent law suits and for forming a Committee for variances or exceptions pursuant to Article I of the Declaration that could also prevent law suits. The UA is completely volunteer based with no annual fees/dues and the UA does not enforce CC&Rs. Enforcement remains the responsibility of property owners as was intended in the Declarations.

Knight argues that all sections of the Declaration have remedy therefore the intent of these sections cannot be defeated and these sections remain valid and enforceable including Knight's own setback violations that she seeks remedy for from these Defendants and others in a separate law suit (CV 2022 00177) that had a change of venue to Yavapai County due to Defendant Mohave County being among the other Defendants who is charged with fraud and breach of duty for Knight's real property damages and her allegation of collusion with other Defendants.

Documents filed in this 2018 case can be accessed from the Mohave County Superior Court website's "High Profile Cases" link at <https://www.mohavecourts.com/court-departments/clerk-superior-court/high-profile-cases> and scrolling to Knight v. Ludwig et. al. See the Nov. 8, 2019 Affidavit of Tracy Weisz, Exhibit A, for the list of addresses claimed by the Defendants as having violations.

You are advised to seek legal counsel for return of your Signed Waiver of Service Form and your decision to join in this law suit as a Plaintiff, Defendant, Plaintiff Pro Per, Defendant Pro Per or not join in the law suit and accept the results of the jury at trial.

You are required to sign the Waiver of Service Form and return it in the enclosed self-addressed stamped envelope for filing with the Clerk of the Court. Failure to return the signed waiver of service has financial consequences for Knight's additional cost in her efforts to provide you with the Service Packet documents as Ordered by the Court. A Small Claims matter will be filed against you for those costs to be paid by you to Knight if the Waiver of Service Form is not returned for filing with the Court.

You must also provide an email address for delivery of documents, orders, rulings as sent to you by the Clerk of the Court or suffer the mailing costs.

You are not to contact the Plaintiff. A Gag Order was imposed on Knight who formed the UA and mailed a Ballot for Amendments to the CC&Rs in June 2022. She is prohibited from any direct or indirect contact with any of the Indispensable Parties in this matter with the exception of mailing this Service Packet. In the interest of fairness, Plaintiff awaits a Court Order placing a like-kind Gag Order on the Defendants and their attorney. If you retain legal counsel, your representative may contact any of the litigants.

Your Service Packet includes (1) This Notice, (2) personal Summonses, (3) a copy of Knight's Complaint filed with this Court on January 22, 2018, (4) a copy of Ludwig's et. al. Answer filed on June 19, 2018, (5) Declarations of Covenants, Conditions and Restrictions for Desert Lakes Golf Course and Estates Tract 4076-B and Tract 4076-D. (6) Two Waiver of Service forms for each property owner listed for your Assessor Parcel Number(s) and sufficient self-addressed stamped envelopes for return of one copy of each signed waiver to be returned to Knight for filing with the court. You keep a copy of the Waiver of Service Form for your records.

If you are a member of a Trust, only one member needs to return the signed Waiver.

You may return a letter to Knight in the envelope provided for the return of the Waiver of Service that explains why you or a partner in ownership of your Assessor Parcel Number(s) for good cause could not return the signed waiver of service form.

Plaintiff is not obligated to suffer any subsequent costs of service beyond the first mailing. For those lot owners who have not signed a Return Receipt for either the first or second mailing, Knight is required to hire a professional licensed process server. That cost that will be assessed upon you in Small Claims Court is estimated to be \$100 per property owner.

This alternate form of service is in accordance with ARCP Rules 4, 4.1 and 4.2 for personal service upon the subject lot owner/s.

For those property owners who are not served in the ways set forth above, the Court will consider other forms of alternative service such as notice by publication and that cost will be paid by you.

You must provide Knight with an email address for use in transmitting documents to you electronically. You must notify Knight of any change in your email address. Your email address may be sent to nancyknight@frontier.com

Failure to comply with any of the above provisions may cause the Court, on Motion by Knight, to relinquish your rights to be joined and to accept your Return Receipt as proof of service whether you accepted the service packet or refused delivery pursuant to the mail carrier.

You have a choice to opt-in as a Plaintiff or Defendant in this matter. You have a choice to opt-out as well. But you must return the signed Waiver as proof that you were provided an opportunity to join. Contact an attorney for the benefits and/or risks of opting-in.

Dated: _____, 2023

RESPECTFULLY _____
Nancy Knight, Plaintiff Pro Per

1 Nancy Knight
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (951) 837-1617
5 nancyknight@frontier.com

6 Defendant Pro Per in the matter of Abandonment

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

9 NANCY KNIGHT,

10 Defendant,

11 and

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 Plaintiffs.

Case No.: **CV 2018 04003**

SUMMONS

21 **WARNING: This is an official document from the court. It affects your rights.**
22 **Read this document carefully. If you do not understand it, contact a lawyer for**
23 **help.**

24 **FROM THE STATE OF ARIZONA TO:** _____

25 1. A lawsuit on Abandonment of Declarations has been filed against Property Owners in
26 Desert Lakes Tract 4076-B, Tract 4076-D and Tract 4163 in Response to a Complaint
27 filed for Breach of Contract against Ludwig, et. al. A copy of the Complaint and other
28 court papers are served on you with this Summons.

2. If you do not want a judgment or order taken against you without your input, you must
file an "Answer" or a "Response" in writing with the Court. ~~and pay the filing fee.~~ If
you do not file an "Answer" or "Response", the other party may be given the relief
requested in his or her Petition or Complaint. To file your "Answer" or "Response",
take, or send, the "Answer" or "Response" to the **Office of the Clerk of the Superior**

1 **Court, 401 East Spring Street, Kingman, Arizona 86401 (P.O. Box 7000,**
2 **Kingman, AZ 86402-7000) or the Office of the Clerk of the Superior Court, 2225**
3 **Trane Road, Bullhead City, Arizona 86442, or Office of the Clerk of Superior**
4 **Court, 2001 College Drive, Lake Havasu City, AZ 86404. E-Mail a copy of your**
5 **“Answer” or “Response” to the other Defendant party at the email address listed on**
6 **the top of this Summons.**

7 3. If this Summons and the other court papers were served on you by a registered
8 process server or the Sheriff, within the State of Arizona, your “Response” or
9 “Answer” must be filed within TWENTY (20) CALENDAR DAYS starting the day after
10 you were served. If this “Summons” and other court papers were served on you by a
11 registered process server or the Sheriff outside the State of Arizona, your “Response”
12 must be filed within THIRTY (30) CALENDAR DAYS starting the day after you were
13 served. Service by a registered process server or the Sheriff is complete when
14 made. Service by Publication is complete 30 days after the date of the first
15 publication. WARNING. If you signed a Waiver of Service, you must file your
16 Response or Answer within SIXTY (60) CALENDAR DAYS from the date the
17 Waiver of Service was sent to you or 90 days if sent outside the United States.
18 You should see a lawyer to help you make sure that you have complied with the
19 Service and Response or Answers rules.

20 4. You can get a copy of the court papers filed in this case from the ~~Petitioner at the~~
21 ~~address at the top of this paper~~ Mohave County “High Profile Case” link on the
22 County website listed on your Notice to Property Owners or from the Clerk of the
23 Superior Court at the address listed in Paragraph 2 above.

24 5. Requests for reasonable accommodation for persons with disabilities must be made
25 to the office of the Judge or Commissioner assigned to the case, at least (5) five days
26 before your scheduled court date.

27 **SIGNED AND SEALED** this date: _____

28 **Christine Spurlock,**
Clerk of the Superior Court

By: _____
Deputy Clerk

Person Designated by the Court for Filing:
Nancy Knight
1803 E. Lipan Cir
Fort Mohave, 86426
Telephone:
Email Address: nancyknight@frontier.com
Representing Self, without a Lawyer

**SUPERIOR COURT OF ARIZONA
IN MOHAVE COUNTY**

Ludwig et. al.
Name of Plaintiffs on Abandonment

Case No. CV 2018 04003

Nancy Knight
Name of Defendant on Abandonment

**WAIVER OF SERVICE
A.R.C.P. Rule 4 (f)**

TO: _____
Indispensable Party/Defendant on Abandonment

ACKNOWLEDGMENT OF WAIVER OF SERVICE. I acknowledge receipt of your request that I waive service of a summons in regards to the above referenced action.

I also have received a copy of the Complaint, ~~and Certificate of Compulsory Arbitration~~ in the action, **two** copies of this **Waiver of Service**, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by the Arizona Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

DEFAULT JUDGMENT. I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within sixty (60) days after this waiver was sent, which was ____/____/____ (date sent), or within ninety (90) days after that date if the request was sent outside the United States.

I swear or affirm under penalty of perjury that the contents of this Waiver are true and correct to the best of my knowledge and belief.

Signature of Defendant

Date

Printed Name of Defendant

DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS

Rule 4.1 and Rule 4.2 of the Arizona Rules of Civil Procedure require certain parties to cooperate in saving unnecessary cost of service of the summons and a pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States, to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought into an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on this waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

FILED
M

2018 JUN 22 PM 2:28

CLERK OF SUPERIOR COURT

1 Nancy Knight
1803 E. Lipan Cir.
2 Fort Mohave, AZ 86426
Telephone: (951) 837-1617
3 nancy@thebugle.com

4 Plaintiff Pro Per

5 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
6 **IN AND FOR THE COUNTY OF MOHAVE**

7 NANCY KNIGHT,

8 Plaintiff,

9 and

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

16 Defendants.

Case No.: CV 2018 04003

COMPLAINT

**Breach of Contract –
Violations of Covenants, Conditions, and
Restrictions**

17
18
19 COMES NOW Plaintiff Pro Per, NANCY KNIGHT for her complaint against the
20 Defendants, hereby alleges as follows:

21 **PARTIES AND JURISDICTION**

22
23 1. Plaintiff, NANCY KNIGHT, (hereinafter "Plaintiff"), is a resident of Fort
24 Mohave, Mohave County, Arizona and is a property owner within Desert Lakes Golf Course and
25 Estates.

26
27 2. Defendants, Glen Ludwig and Pearl Ludwig as Trustees of THE LUDWIG
28 FAMILY TRUST (hereinafter Ludwig") own properties in Desert Lakes Golf Course and Estates



1
2 in Fort Mohave, Mohave County, Arizona.

3 **3.** Glen Ludwig is President of FAIRWAY CONSTRUCTORS, INC., an Arizona
4 Corporation, which owns properties within Desert Lakes Golf Course and Estates in Fort
5 Mohave, Mohave County, Arizona. Fairway Constructors, Inc. is a residential developing
6 corporation doing business in Fort Mohave, Mohave County, Arizona since at least 1991.
7

8 **4.** Defendant, MEHDI AZARMI (hereinafter "Azarmi") is, or was at the time of the
9 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
10 Vice President and Developer Representative of Fairway Constructors, Inc., located in Fort
11 Mohave, Mohave County, Arizona. Defendant Azarmi, is further a property owner within
12 Desert Lakes Golf Course and Estates and resides in Fort Mohave, Mohave County, Arizona.
13

14 **5.** Defendants JAMES B. ROBERTS and DONNA M. ROBERTS (hereinafter
15 "Roberts") are residents of Fort Mohave, Mohave County, Arizona and property owners within
16 Desert Lakes Golf Course and Estates.
17

18 **6.** All parties named herein are residents and/or relevant business owners, and/or
19 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
20 occurred in Mohave County, Arizona.
21

22 **7.** The Mohave County Superior Court has the jurisdiction over the Defendants and
23 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
24 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
25 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
26 County of Mohave in the State of Arizona in which this action arises and, consequently, both
27
28

1 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
2 SS 12-401, et seq., Arizona Revised Statutes, as amended.

3 **8.** Plaintiff is currently unaware of the true names and capacities of the Defendants
4 sued herein as DOES 1 through 10, inclusive and therefore, sues each Defendant by such
5 fictitious name. Plaintiff is informed and believes and based thereon allege that each such
6 Defendant is in some fashion responsible for, and a proximate cause of the damages suffered by
7 Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to
8 set forth the true names and capacities of such DOE Defendants when the same have been
9 ascertained.
10

11 **9.** Plaintiff is informed and believes and based thereon allege that at all times herein
12 mentioned the Defendants, including those named herein as DOES 1 through 10, inclusive, in
13 addition to acting for himself, herself, or itself, on his, her or its own behalf individually, is now
14 and was at all times material hereto acting in concert with at least one of the other Defendants
15 and in doing the things hereinafter alleged, was acting within the course and scope of such
16 relationship as an agent, principal, employee, purchaser, servant or representative and with the
17 permission, consent and ratification of each and every other of such Defendants.
18

19
20 **ALLEGATIONS COMMON TO ALL COUNTS**
21

22 **10.** For each count included in this Complaint, Plaintiff incorporates all other
23 allegations and averments contained in this Complaint as though fully included and restated
24 herein.
25

26 **11.** Plaintiff and Defendants are all real property owners in Desert Lakes Golf Course
27 and Estates (hereinafter referred to as "Desert Lakes").
28

1 **12.** Desert Lakes established Covenants, Conditions, and Restrictions for Desert
2 Lakes Golf Course and Estates 4076-B (hereinafter referred to as “CC&Rs”), and recorded the
3 CC&Rs with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669 – Book
4 1641, Page 895. Tract 4076-A and all tracts subsequently adjoined to Desert Lakes are subject to
5 the original CC&Rs as evidenced by the Arizona Department of Real Estate Reports and Title
6 Insurance Policies citing the location of the CC&Rs as Recorded in Book 1641, page 895. The
7 CC&Rs represent binding restrictions on the use and development of all properties within Desert
8 Lakes and all property owners are required to fully comply with all rules, regulations and other
9 requirements established by the CC&Rs governing the use of their property.
10

11 **13.** The CC&Rs clearly define that buildings and projections shall be constructed not
12 less than twenty feet (20’) back from the front and rear property lines at Article II – Land Use
13 (Book 1641 page 897), Paragraph 6:
14

15 Paragraph 6: “All buildings and projections thereof on lots not adjacent to the golf
16 course shall be constructed not less than twenty feet (20’) back from the front and
17 rear property lines... All buildings and projections thereof on all other lots being
18 those lots adjacent to the golf course shall be constructed not less than twenty feet
19 (20’) from the front and rear property lines...”

20 **14.** Defendant LUDWIG was the property owner of the lot where a home was built
21 with setbacks in violation of the CC&Rs. The address of the home is 5732 S. Club House Dr. in
22 the Desert Lakes Golf Course and Estates subdivision. Fairway Constructors, Inc., was the
23 Applicant for the New Construction permit.

24 **15.** Defendant AZARMI, acting on behalf of the Defendants Ludwig and Fairway
25 Constructors, Inc., was denied reduced setbacks by Mohave County Planning and Zoning and
26 subsequently challenged Planning and Zoning with a series of egregious acts in direct conflict
27 with the CC&Rs.
28

1 **16.** The first egregious act was to apply for a setback variance from the Mohave
2 County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May 18,
3 2016. The approved variance was less restrictive than the CC&Rs.
4

5 **17.** Azarmi filed a New Home construction application with Mohave County
6 Development Services with reduced setbacks that violated the CC&Rs. The permit’s Revised
7 drawing dated as received on May 19, 2016 displays the front setback as eighteen feet (18’) and
8 the rear setback as ten feet (10’). As previously indicated, CC&Rs cite the setbacks as twenty
9 feet (20’) front and twenty feet (20’) rear.
10

11 **18.** Azarmi, Ludwig, and Fairway Constructors, in the course of running their
12 development business in Desert Lakes for many years, have been well aware of the CC&Rs. The
13 Development Services Division (DSD) of the Arizona Department of Real Estate, regulates the
14 sale of Subdivided Lands, and clearly cites a developer must obtain a Disclosure Report (public
15 report) prior to making offers for sale”. Most recently, and for the subject parcel, Ludwig and
16 Fairway Constructors, Inc, were provided a Subdivision Disclosure Report on June 11, 2014
17 citing on page 10 the “Recorded Declaration Covenants, Conditions, and Restrictions.”
18

19 **19.** The State of Arizona Corporation Commission’s “Corporation Annual Report and
20 Certificate of Disclosure” for 2017 cites Mehdi Azarmi as the Vice President of Fairway
21 Constructors, Inc. having taken office on August 16, 1991 and is a shareholder holding more
22 than 20% of issued shares of the corporation or more than 20% beneficial interest in the
23 corporation.
24

25 **20.** The two documents cited above, Subdivision Disclosure Report and Corporation
26 Annual Report, taken together are evidence that Azarmi was well informed of the CC&Rs and
27 was motivated by profit at the expense of the Desert Lakes Community when he refused to
28

1 accept denial for reduced setbacks from Mohave County Planning and Zoning for a home he was
2 planning to build at 5732 S. Club House Drive, in Fort Mohave, AZ.

3 **21.** Further, Fairway Constructors, Inc., together with their listing real estate broker,
4 US Southwest Real Estate, violate the CC&R restriction for signage on unimproved lots
5 (paragraph 12, page 898). This illegal act by Fairway Constructors has caused other real estate
6 agencies to falsely assume the CC&Rs do not restrict this behavior and has resulted in additional
7 illegal signage to be posted on unimproved lots.
8

9 Paragraph 12: “No sign, advertisement...shall be erected or allowed on any of
10 the unimproved lots...”

11 **22.** Mohave County Development Services is not a party to the CC&Rs and therefore,
12 according to Christine Ballard of Mohave County Planning (hereinafter “Ballard”), “the County
13 is not bound by the document nor can they enforce them”. However, Mohave County Planning
14 and Zoning does abide in the Zoning Specifications cited for the subject parcel which is twenty
15 feet in front and back, and five feet on the sides. County Planning and Zoning denied Azarmi’s
16 setback reduction request due to the Desert Lakes Zoning.
17

18 **23.** Azarmi’s behavior to challenge the Mohave County Planner’s denial of reduced
19 setbacks with a BOA variance was deliberate with full knowledge of the violation of the CC&R
20 setback restrictions. Azarmi also enlisted the help of Mr. Roberts, the future owner of the home,
21 to attend the meeting and make claims in support of the variance.
22

23 **24.** Examples of inaccuracies cited at the BOA meeting: 1) The property owner was
24 not Jim Roberts. The building permit clearly identifies the property owner as the Ludwig Family
25 Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact it is 8,034 square feet. This
26 large lot size supported Mohave County Planning staff’s feeling that “there were sufficient
27 undeveloped portions of the property that could be utilized so that the structure could meet the
28

1 setback requirements". 3) Azarmi falsely claimed that "if the Roberts could not move into their
2 house and enjoy what they wanted, then the department was basically taking that right away
3 from these people. In truth, Defendants Mr. and Mrs. Roberts' did not own the house yet nor had
4 the home been built yet. 4) Azarmi falsely inferred that "there was already a hardship" for Mr.
5 Roberts. Any hardship on May 18, 2016 was a hardship for Azarmi. The home permit was
6 applied for on April 8, 2016 and denied due to the setbacks. Azarmi's hardship was his
7 desperation for a sale and for profits at the expense of the Desert Lakes Community. 5) Azarmi
8 falsely claimed that "if Mr. Roberts had to park his boat out in the open space it would cause a
9 headache for him and for the sheriff..." The CC&Rs specifically sets forth that no watercraft
10 may be parked in front of any residence in the open. Inferring a public safety risk for Sheriff
11 calls was an apparent ruse to influence those who serve on the BOA. 6) Azarmi claimed he was
12 unaware that the zoning was not Single-Family Residential (R-1). The CC&Rs clearly cite on
13 page 900 that the zoning is Special Development Residential (SD-R).
14
15
16

17 **25.** The reason for the 20 foot front and rear setbacks in Desert Lakes is for views,
18 especially for fairway views. Evidence of this fact is found in the CC&Rs whereby fairway lots
19 are restricted from privacy fencing and must install wrought iron fencing on all back yard lots
20 adjacent to fairways and for fifteen feet along the side yards (paragraph 8).
21

22 ...on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction
23 for a total fence height of 5 feet ... which shall continue along the side lot line for a distance of
24 15 feet.

25 **26.** A ten foot back yard setback on the subject parcel that is adjacent to a fairway
26 amounts to a taking of views and related property value from an adjacent property owner. This is
27 where self-serving motives of one builder can result in the harm of others and which is why
28 CC&Rs are written to protect the property values of everyone in the subdivision.

1 **27.** Another issue with the adjacent lot that is now impacted by the home built by
2 Fairway Constructors, Inc. is that Real Estate law requires full-disclosure by the seller. There
3 exists no means of assurance that a buyer of the adjacent lot will be informed of the reduced
4 value of his purchase due to his lost views from the self-serving motives of the Defendants and
5 therefore exists just cause for the requested remedy that the adjacent lot be traded or purchased
6 by Fairway Constructors and maintained as a green belt.
7

8 **28.** The Revised plan drawing associated with the construction permit application
9 submitted by Azarmi on the day after the BOA meeting, shows the side yard is over twenty feet
10 (20') wide and forty feet (40') deep. As such, Mr. Roberts could park his boat in the side yard
11 behind fencing as is a customary practice by homeowners with recreational vehicles who abide
12 in the CC&Rs. There is no valid reason as to why these Defendants should receive special
13 considerations concerning storage of their watercraft as compared to others already living within
14 the community who are in compliance with the CC&Rs.
15

16 **29.** If Fairway Constructors, Inc. is allowed to continue the practice of violating the
17 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
18 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
19 owners who decide to do as they please within the subdivision.
20

21 **30.** At the BOA meeting, Azarmi admits he has built over 700 homes in the area in
22 the past 26 years and then states there are setback violations in the whole project. Azarmi has
23 been well-aware of the CC&Rs and as a major developer in the Desert Lakes Community there is
24 a high level of concern that he did indeed violate the CC&Rs on other homes in Desert Lakes
25 and sold those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
26 violations.
27
28

1 **31.** The Special Development Residential zone cannot be arbitrarily changed to R-1
2 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to
3 15 feet (15') as he tried to propose to Planners at the BOA hearing. Azarmi's alternative plan for
4 reduced setbacks in the entire Desert Lakes Community was to propose that all of the properties
5 be bundled together for the purpose of an Amendment to a former Board of Supervisors
6 (hereinafter "BOS") Resolution. Ms. Ballard raised the issue of the CC&Rs for other projects in
7 Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes Golf Course and
8 Estates. This raised awareness for Mr. Roberts of the existence of the CC&Rs as he was in
9 attendance at the BOA meeting.
10
11

12 **32.** It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that the
13 less restrictive setback variance did not take precedence over the more restrictive CC&Rs.
14

15 **33.** Further it was the responsibility of Mr. Roberts to do his due diligence to read a
16 copy of the CC&Rs to understand his risk in this matter.
17

18 **34.** As already stated, the professional opinion of Development Services Planner
19 Holtry, was to not approve the setback reduction. Defendants are responsible for remedying this
20 matter.
21

22 **35.** All of the apparent deception that had occurred to secure a BOA variance took
23 place before the Plaintiff had become aware of what was happening to circumvent the Desert
24 Lakes Golf Course and Estates CC&R protections. Had it not been for the plan to try to reduce
25 setbacks in the entire Desert Lakes Community, Azarmi and Ludwig would most likely have
26 gone about their business of violating the CC&Rs one home at a time. However, the County
27 decided to accommodate Azarmi's alternative idea for reduced setbacks and the information
28 stream that followed revealed an attack specifically on the Desert Lakes CC&Rs. This attack was

1 not subject to CC&Rs in Los Lagos or South Mohave Valley. It was specifically directed at
2 Desert Lakes where Plaintiff's research found the Azarmi and Ludwig families owned over
3 twenty (20) unimproved lots.
4

5 **36.** A postmark of June 16, 2016 shows that after the May 18, 2016 BOA meeting
6 where Azarmi had raised the issue of bundling the Desert Lakes properties for a BOS Resolution
7 Amendment, the County began the very expensive process of petitioning every property owner
8 in Desert Lakes asking for a signed Waiver to release the County of any liability for diminished
9 property values as a result of requesting setback reductions for their parcel. Waivers were
10 received for approximately one hundred eighty (180) parcels, developed and undeveloped, for
11 reduced setbacks in the Desert Lakes Community.
12

13 **37.** Those one hundred eighty (180) parcel numbers were published, signage was
14 posted at each lot, and scheduling began for public hearings before the County Planning
15 Commission. The final vote before the BOS was scheduled for October 3, 2016.
16

17 **38.** The Plaintiff noticed that one such lot with the posted signage had already begun
18 construction with a reduced setback even before the BOS vote was taken. There was no address
19 posted yet on the home that was under construction but there was signage displaying "Future
20 Home of Mr. and Mrs. Roberts". Based on a best guess of the parcel number, Ballard was able to
21 identify the lot as one that got the variance from the BOA for a setback reduction. The BOA
22 minutes were emailed to the Plaintiff on September 20, 2016.
23

24 **39.** Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and Fairway
25 Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates CC&Rs for the
26 lot where the CC&R violation occurred. The "lot description" is cited in both their 2014 Arizona
27
28

1 Department of Real Estate Public Report on page 5 and confirmed in their Tax Assessor's Report
2 as being Lot 2, Block H Desert Lakes Golf Course and Estates, Phase 1, Tract 4076-A.

3 **40.** Plaintiff, having witnessed the Defendants continuing to build the home at 5732
4 Club House Dr. with the less than twenty foot (20') setback for the garage, sent an email to
5 Developer Representative Azarmi on September 27, 2016, sent a copy of the Azarmi email in a
6 Certified Letter to Glen Ludwig on September 30, 2016, and on November 1, 2016 sent an email
7 to Ludwig Engineering Executives; these communications informed everyone of the CC&R
8 violation of the setbacks and requested that they remedy the setbacks before the home was
9 completed to avoid a legal action to enforce the CC&Rs. The Certified Mail was sent to Glen
10 Ludwig at the Corporate office branch located at 109 E. Third Street in San Bernardino,
11 California. A signed Delivery Receipt was sent from the U.S. Post Office to Plaintiff as proof of
12 delivery on October 3, 2016. All communications went unanswered including the request for the
13 address of Jim Roberts so he could have full-disclosure before finalizing purchase of the home.
14

15
16
17 **41.** Despite the Plaintiff's communications with Azarmi, Fairway Constructors
18 Executives, and a letter addressed to Glen Ludwig, construction of the home was completed
19 without remedy and built with the less restrictive setbacks. Eventually ownership title was
20 transferred to Mr. and Mrs. Roberts.
21

22 **42.** Plaintiff, in an effort to protect her own property value, and all property owner's
23 values in the Desert Lakes Golf Course and Estates subdivision from a change in setback
24 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
25 Amendment. Upon a clear understanding of the impact the BOS Resolution would have on
26 property values and views for adjacent lots, plus the lack of full-disclosure of the legal risk for
27
28

1 property owners who unknowingly took advantage of the setback reduction, the Plaintiff
2 composed a letter to the BOS and read it to the BOS in Kingman on October 3, 2016.

3
4 **43.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
5 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
6 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
7 that politics was playing a role for Azarmi's benefit and a Senator in the audience approached the
8 Plaintiff after the meeting thanking her for her research and exposure of the issues with the
9 proposed BOS Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY
10 the BOS Resolution.
11

12 **44.** Although denied, the County refused to send letters to the affected lot owners.
13 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
14 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
15 potential witness in this case that Azarmi's wife claims they won the setback reduction.
16

17 **45.** The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney Keith
18 Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was time to raise
19 legal defense funds due to the Contract Law statute of limitations of six years, and that his
20 retainer fee to take the case would be \$10,000. The Plaintiff subsequently found a relatively
21 inexpensive method to do a mass mailing of a letter to residents of the Desert Lakes Community.
22 The letter was printed and mailed by "Every Door Direct Mail" to 617 addresses in Desert Lakes
23 on or about April 1, 2017. There has never been a Homeowner Association for enforcement.
24 Residents were pleased to learn they had recourse for what was feared of becoming a blighted
25 community.
26
27
28

1 **46.** A highly credible positive response to the mass mailer was received from a Real
2 Estate professional dated April 6, 2017. It read in part: “We have lived in Desert Lakes for about
3 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
4 your efforts.” This professional real estate opinion provided the Plaintiff with confidence that
5 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
6 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
7 Community for years to come.
8

9 **47.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
10 homes that were built by Defendants in order to identify the extent to which the Defendants have
11 violated or caused to violate the CC&Rs.
12

13 **48.** The CC&Rs were established in 1989 and was applied to all subsequent tracts that
14 were added in later years. Title companies cite the CC&Rs, the Arizona Department of Real
15 Estate informs subsequent subdividers/developers of the existence of the CC&Rs, and Mohave
16 County Development Services sends copies of the CC&Rs to property owners on request. The
17 CC&Rs run with the land and have never been revoked or amended. The CC&R contract cites in
18 Paragraph 18 Book 1641 Page 899:
19

20 18. These covenants, restrictions, reservations and conditions run with the
21 land and shall be binding upon all parties and all persons claiming under
22 them for a period of twenty-five (25) years from the date hereof.
23 Thereafter, they shall be deemed to have been renewed for successive
24 terms of ten (10) years, unless revoked or amended by an instrument
in writing, executed and acknowledged by the then owners of not less
than seventy-five percent (75%) of the lots on all of the property then
subject to these conditions....

25 **49.** The Desert Lakes Golf Course and Estates Declarant did not authorize the
26 creation of a Homeowner Association. Enforcement of the CC&Rs was left to the discretion of
27 the individual property owners. (CC&Rs paragraph 20)
28

1 "If there shall be a violation or threatened or attempted violation of any of the
2 foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its
3 successors or assigns, the corporation whose members are the lot owners or any
4 person or persons owning real property located within the subdivision to
5 prosecute proceedings at law or in equity against all persons violating or
6 attempting to or threatening to violate any such covenants, restrictions or
7 conditions and prevent such violating party from so doing or to recover damages
8 or other dues for such violations. In addition to any other relief obtained from a
9 court of competent jurisdiction, the prevailing party may recover a reasonable
10 attorney fee as set by the court.

11 **50.** For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi
12 and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person
13 has no recourse except to remedy the violation in a Court of Law. Failure on the part of persons
14 who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of
15 another party to seek CC&R enforcement in a Court of Law. Paragraph 20 of the CC&Rs sets
16 forth:

17 "No failure of the Trustee or any other person or party to enforce any of the
18 restrictions, covenants or conditions contained herein shall, in any event, be
19 construed or held to be a waiver thereof or consent to any further or succeeding
20 breach or violation thereof."

21 **COUNT ONE**
22 **VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

23 **51.** Violations of the CC&Rs occurs when a party, such as Defendants, decide to
24 circumvent or ignore the provisions cited in the CC&Rs.

25 **52.** Defendants intentionally violated the CC&Rs as they were fully aware of the
26 existence of the CC&Rs and circumvented the setback restrictions through a BOA variance.

27 **53.** Over one hundred property owners signed up with the County for setback
28 reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the BOA
meeting. The County refused to send letters to the parcel owners who signed up for the setback
reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks
were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and

1 remedies that will rectify, visually or financially, any false impressions that have been spread by
2 word-of-mouth in the community.

3 **54.** It is the responsibility of the builder to comply with the CC&Rs and, in the
4 absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any
5 property owner.
6

7 **55.** Since the CC&Rs are more restrictive than the approved BOA variance, Azarmi,
8 Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the CC&Rs as did Mr.
9 Roberts who attended the BOA meeting and was informed at that meeting of the existence of
10 CC&Rs in the Desert Lakes Community.
11

12 **56.** As a result of Defendants CC&R setback violations, Plaintiff is entitled to
13 injunctive relief, compensation for her expenses in this matter, and for any costs as a result of
14 retaliation from Defendants or their political allies in bringing forth this Complaint. Azarmi's
15 egregious acts caused substantial emotional and physical distress to the Plaintiff who found
16 herself having to spend hours of sleepless nights conducting research, writing letters and emails,
17 and making a presentation before the Mohave County Board of Supervisors in Kingman, Arizona
18 in her efforts to protect all Desert Lakes property owners from individuals who had self-serving
19 interests and intended to take away the CC&R protections that assure everyone in the community
20 with equal property rights and protection of property values.
21

22 **57.** Plaintiff also requests a financial remedy from Fairway Constructors to all
23 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's violating
24 CC&R setbacks. Profits for larger building footprints were an ill-gotten gain at the expense of
25 rear yard views of fairways and front yard views of oncoming traffic for the innocent and
26 uninformed property owners in the Desert Lakes Community. Plaintiff requests Fairway
27
28

1 Constructors mail a letter to all property owners in the Desert Lakes Community to inform them
2 of the Court Order that may have affected their property and to also take an ad in the Mohave
3 Daily News announcing the financial remedy that affected property owners can apply for at the
4 address of Fairway Constructors, Inc. located at 5890 S. Highway 95, Fort Mohave, AZ.

5
6 **58.** In closing, Plaintiff believes that political will by Mehdi Azarmi for the letters of
7 support for his variance, should not be given any credence especially at the expense of those
8 others in the community who do not have the political connections of the Chamber of Commerce
9 or elected officials who benefit from Azarmi's money, power, and influence.
10

11 **COUNT TWO**
12 **INJUNCTIVE RELIEF**

13 **59.** Plaintiff incorporates herein by reference all allegations of Count One of this
14 Complaint as though fully set forth herein.

15 **60.** Plaintiff has a strong likelihood of success on the merits of the violations of the
16 CC&Rs as set forth herein.

17 **61.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
18 Defendants from all current signage violations on unimproved lots.
19

20 **62.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
21 Defendants from any existing or future violations of the CC&Rs including but not limited to
22 setback reductions and signage on unimproved lots.

23 **63.** Plaintiff is entitled to reasonable monetary compensation that does not exceed the
24 jurisdictional limit of the Court including but not limited to filing fees, compensation for hours of
25 research, emails, letters and postage, and physical and emotional distress from the battle to
26 protect her Desert Lakes Community from CC&R violations. The amount found due by a jury
27 herein or found due by judgment of the Court.
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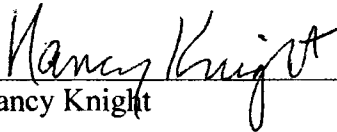
VERIFICATION

STATE OF ARIZONA)
)ss.
County of Mohave)

Plaintiff, Nancy Knight, being first duly sworn and upon her oath, deposes and says the following:

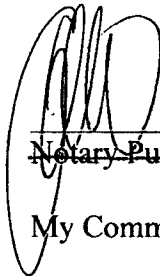
That she is the Plaintiff in the above captioned matter, that she has read the foregoing Complaint, and knows the contents thereof; and that she is informed and believes and on that ground alleges that the matters stated in the foregoing document are true and correct to the best of her knowledge and belief.

DATED this 22 day of January, 2018.



Nancy Knight

SUBSCRIBED AND SWORN to before me this 22 day of January, 2018, by Nancy Knight.



~~Notary Public~~ Deputy Clerk
My Commission Expires:

1 LAW OFFICES
2 DANIEL J. OEHLER
3 2001 Highway 95, Suite 15
4 Bullhead City, Arizona 86442
5 (928) 758-3988
6 (928) 763-3227 (fax)
7 djolaw@frontiernet.net

8 Daniel J. Oehler, Arizona State Bar No.: 002739
9 Attorney for Defendants

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF MOHAVE**

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

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

22 Defendants.

NO.: CV-2018-04003

ANSWER

23 COME NOW, the Defendants, GLEN LUDWIG and PEARL LUDWIG, Trustees of THE
24 LUDWIG FAMILY TRUST, FAIRWAY CONSTRUCTORS, INC., and MEHDI AZARMI, by and
25 through their attorney, the undersigned, and for their Answer to the Plaintiff's Complaint filed
26 January 22, 2018, state and allege as follows:

27 **PARTIES AND JURISDICTION**

28 1. These answering Defendants admit the factual allegations contained in paragraph 1
of the Plaintiff's Complaint and affirmatively allege more specifically that the Plaintiff is believed
to be a property owner in Desert Lakes Golf Course & Estates Tract 4163.

2. These answering Defendants admit the factual allegations contained in paragraph 2
of the Plaintiff's Complaint and affirmatively allege that the Defendant, the Ludwig Family Trust

1 (hereinafter "Ludwig"), owns various lots within Deserts Lakes Golf Course & Estates Tract 4076-B.

2 3. These answering Defendants admit the factual allegations contained in paragraph 3
3 of Plaintiff's Complaint.

4 4. These answering Defendants deny the allegations set forth in the first sentence of
5 paragraph 4 of Plaintiff's Complaint concerning any alleged violations, however, admit the
6 remainder of the factual allegations set forth in the first sentence of paragraph 4 of Plaintiff's
7 Complaint. These answering Defendants admit the factual allegations set forth in the second
8 sentence of paragraph 4 of Plaintiff's Complaint.

9 5. These answering Defendants deny the allegations set forth in paragraph 5 of
10 Plaintiff's Complaint as the Roberts Defendants have been dismissed.

11 6. These answering Defendants admit the factual allegations contained in paragraphs
12 6 and 7 of Plaintiff's Complaint.

13 7. These answering Defendants lack sufficient information to form an opinion or belief
14 regarding the allegations set forth in paragraph 8 of the Plaintiffs' Complaint and therefore deny each
15 of those allegations.

16 8. These answering Defendants lack sufficient information to form an opinion or belief
17 regarding the allegations set forth in paragraph 9 of the Plaintiffs' Complaint in regard to all
18 allegations concerning DOES 1-10, and therefore deny each of those allegations, and Defendants
19 deny the allegations in paragraph 9 as to these answering Defendants.

20 **ALLEGATIONS COMMON TO ALL COUNTS**

21 9. These answering Defendants reallege and incorporate paragraphs 1 through 8 of this
22 Answer as if set forth in full herein.

23 10. These answering Defendants deny the allegations set forth in paragraph 11 of
24 Plaintiff's Complaint. These answering Defendants affirmatively state that one or more of the
25 answering Defendants own a "lot" or "lots" in one or more subdivided tracts of land in Mohave
26 County, Arizona, known as Desert Lakes Golf Course & Estates, Tracts 4076-A, 4076-B, 4076-C,
27 Tract 4163, and others.

28 11. These answering Defendants deny the first sentence of paragraph 12 and affirmatively

1 allege that the developer of Desert Lakes Golf Course & Estates, Tract 4076-B, caused to be
2 recorded the Codes, Covenants & Restrictions for Tract 4076-B on the date and at the fee number
3 set forth in Plaintiff's Complaint. These answering Defendants deny all allegations set forth in
4 paragraph 12.

5 12. These answering Defendants deny the allegations of paragraph 13 of Plaintiff's
6 Complaint, and affirmatively allege the quoted text in paragraph 13 of Plaintiff's Complaint is only
7 a portion of the text contained in paragraph 6 of the referenced CC&Rs.

8 13. These answering Defendants deny paragraph 14 of Plaintiff's Complaint as previously
9 dismissed by the Court and reference a lot known as 5732 S. Club House Drive located in Tract
10 4076-A for and in which Plaintiff has no standing and regarding which Plaintiff's Complaint has
11 been dismissed.

12 14. These answering Defendants deny paragraphs 15, 16, 17 and 18 of Plaintiff's
13 Complaint as they specifically reference a Tract 4076-A property to which Plaintiff has no standing
14 and the subject matter of which has previously been dismissed by this Court.

15 15. These answering Defendants admit the factual allegations set forth in paragraph 19
16 of Plaintiff's Complaint.

17 16. These answering Defendants deny the factual allegations set forth in paragraphs 20
18 and 21 of Plaintiff's Complaint.

19 17. These answering Defendants admit the first line of paragraph 22 of Plaintiff's
20 Complaint, and lack sufficient information to form an opinion or belief as to the factual allegations
21 set forth in the balance of line one of paragraph 22 of Plaintiff's Complaint, and therefore deny each
22 of those allegations. Defendants lack sufficient information to form an opinion or belief as to all
23 other factual allegations set forth in paragraph 22 of Plaintiff's Complaint, and therefore deny each
24 of those allegations, and/or deny those allegations as they are or may be specifically referring to
25 Plaintiff's allegations concerning 5732 S. Club House Drive located in Tract 4076-A which has been
26 previously dismissed by this Court.

27 18. These answering Defendants deny the factual allegations contained in paragraphs 23
28 and 24 of Plaintiff's Complaint on the basis that they specifically reference a lot in Tract 4076-A,

1 the subject matter of which has previously been dismissed by this Court.

2 19. These answering Defendants lack sufficient information to form an opinion or belief
3 as to the factual allegations set forth in paragraph 25 of Plaintiff's Complaint, and therefore deny
4 each of those allegations in that it is unknown as to what specific CC&Rs the Plaintiff cites.

5 20. These answering Defendants deny the factual allegations set forth in paragraph 26 of
6 Plaintiff's Complaint. Further, this allegation suggests that it refers to the property located at 5732
7 Club House Drive located in Tract 4076-A referenced by Plaintiff as "the subject parcel" and
8 pursuant to the Court's order, Plaintiff's claim regarding the subject property have been dismissed.

9 21. These answering Defendants deny the factual allegations set forth in paragraph 27 of
10 Plaintiff's Complaint as being relevant as it appears to reference the dismissed Roberts Defendants
11 and the residence owned and occupied by the prior Roberts Defendants.

12 22. These answering Defendants deny the factual allegations set forth in paragraph 28 of
13 Plaintiff's Complaint on the basis that it deals with issues concerning the 5732 S. Club House Drive
14 lot that have been dismissed via prior order of this Court dated June 11, 2018.

15 23. These answering Defendants deny the factual allegations set forth in paragraph 29 of
16 Plaintiff's Complaint.

17 24. These answering Defendants deny the factual allegations contained in paragraphs 30,
18 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46 as they specifically reference issues
19 dealing with a lot in Tract 4076-A, the subject matter of which has previously been dismissed by this
20 Court.

21 25. These answering Defendants lack sufficient information to form an opinion or belief
22 regarding the factual allegations set forth in paragraph 47, and therefore deny each of those
23 allegations.

24 26. These answering Defendants deny the factual allegations set forth in paragraph 48 of
25 Plaintiff's Complaint.

26 27. These answering Defendants lack sufficient information to form an opinion or belief
27 as to the factual allegations set forth in paragraphs 49 and 50 of Plaintiff's Complaint and therefore
28 deny each of those allegations.

- 1 g. Illegality;
- 2 h. Latches;
- 3 i. License;
- 4 j. Release;
- 5 k. Statute of Frauds;
- 6 l. Statute of Limitations; and
- 7 m. Waiver.

8 WHEREFORE, these answering Defendants pray for the following:

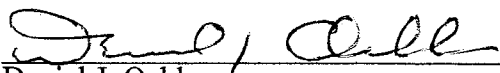
9 A. That Count 2 of Plaintiff's Complaint be dismissed with prejudice; and

10 B. That these answering Defendants obtain a judgment against the Plaintiff for all
11 reasonable attorney's fees and costs incurred in regard to Plaintiff's Complaint and in an amount
12 estimated to be not less than \$20,000.00, the actual amount to be established via the submittal filing
13 of an affidavit of fees and costs incurred, both in regard to actions that have previously been
14 dismissed by this Court regarding Count 1, including the Roberts Defendants, and this Count 2.
15 Authority for an award of Defendants' attorney's fees is called for under the terms of the contract
16 which is the subject matter of the Complaint, Arizona contract law, the provisions of A.R.S. §12-
17 341.01, as well as the provisions of A.R.S. §12-349.

18 C. For such other and further relief as the Court deems just and equitable in the premises.

19 DATED this 18 day of June, 2018.

20 LAW OFFICES OF DANIEL J. OEHLER

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22 Daniel J. Oehler,
23 Attorney for Defendants

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COPY of the foregoing emailed
this 14th day of June, 2018, to:

Honorable Derek Carlisle
Mohave County Superior Court
Division 2
2001 College Drive
Lake Havasu City, Arizona 86403
(928) 453-0739 Mary
making@courts.az.gov

Plaintiff Pro Per
Nancy Knight
1803 E. Lipan Circle
Fort Mohave, Arizona 86426
(928) 768-1537
nancyknight@frontier.com

By: 
Patricia L. Emond, Legal Assistant

VERIFICATION

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STATE OF ^{California} ARIZONA }
COUNTY OF ^{San Bernardino} MOHAVE } ss.

Glen Ludwig and Pearle Ludwig, Trustees of the Ludwig Family Trust , being first duly sworn, depose and say the following:

That the Ludwig Family Trust is a Defendant herein; that they have read the foregoing and know the contents thereof; and that they are informed and believe and on that ground allege that the matters stated in the foregoing document are true and correct to the best of their knowledge and belief.

Glen Ludwig
GLEN LUDWIG, Trustee
Pearle Ludwig
PEARLE LUDWIG, Trustee

~~SUBSCRIBED and SWORN to before me this ___ day of June, 2018, by GLEN LUDWIG and PEARLE LUDWIG, known or proved to me to be the persons in the within instrument and acknowledged that they executed the same for the purpose therein contained.~~

In witness whereof I hereunto set my hand and official seal.

SEE Attached.

Notary Public
My Commission Expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

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2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

19th day of June, 2018, by
Date Month Year

(1) Glen L. Ludwig
Name of Signer

proved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (.)

(and)

(2) Pearle A. Ludwig
Name of Signer

proved to me on the basis of satisfactory evidence
be the person who appeared before me.)

Signature Cadave
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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RIGHT THUMBPRINT OF SIGNER #2 Top of thumb here

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VERIFICATION

California
STATE OF ARIZONA }
COUNTY OF MOHAVE } ss.
San Bernardino }

Glen Ludwig, President of Fairway Constructors, Inc., being first duly sworn, deposes and says the following:

That he is the President of Defendant Fairway Constructors, Inc., herein; that he has read the foregoing and knows the contents thereof; and that he is informed and believes and on that ground alleges that the matters stated in the foregoing document are true and correct to the best of his knowledge and belief.

FAIRWAY CONSTRUCTORS, INC.

Glen Ludwig
GLEN LUDWIG, President

~~SUBSCRIBED and SWORN to before me this ____ day of June, 2018, by GLEN LUDWIG, known or proved to me to be the person in the within instrument and acknowledged that he executed the same for the purpose therein contained.~~

In witness whereof I hereunto set my hand and official seal.

SEE ATTACHED.

Notary Public
My Commission Expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

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Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

19th day of June, 2018, by
Date Month Year

(1) Glen L Ludwig,
Name of Signer

proved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence
be the person who appeared before me.)

Signature Cadase
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1

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RIGHT THUMBPRINT
OF SIGNER #2

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VERIFICATION

STATE OF ARIZONA }
COUNTY OF MOHAVE } ss.

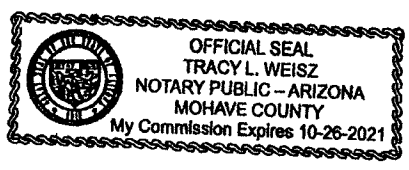
MEHDI AZARMI, being first duly sworn, deposes and says the following:

That he is a Defendant herein; that he has read the foregoing and knows the contents thereof; and that he is informed and believes and on that ground alleges that the matters stated in the foregoing document are true and correct to the best of his knowledge and belief.

Mehdi Azarmi
MEHDI AZARMI

SUBSCRIBED and SWORN to before me this 19 day of June, 2018, by MEHDI AZARMI, known or proved to me to be the person in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Tracy L. Weisz
Notary Public
My Commission Expires: Oct 26, 2021

123

177

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DESERT LAKES GOLF COURSE & ESTATES 4076-B

MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 6th day of December, 19 89, by LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee, under Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as the Trustee for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 18 day of December, 19 87 at Fee No. 87-67669, and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof the lots in said Tract 4076-B and desires to subject the same to certain protective reservations, covenants, conditions and restrictions between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said tract and of each owner thereof, and shall run with the land, and shall inure to and pass with each lot and parcel of land in said tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement.

Every conveyance of any of said property or portion thereof in Tract 4076-B, shall be and is subject to the said Covenants, Conditions and Restrictions as follows:

ARTICLE I

COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant shall have the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of the lots within the subdivision have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture. Nothing herein contained shall prevent Declarant from assigning all rights, duties and obligations of the Architecture Committee

to a corporation organized and formed for and whose members consist of the owners of lots within this subdivision.

Notwithstanding anything hereinbefore stated, architectural review and control shall be vested in the initial Architecture Committee composed of ANGELO RINALDI, FRANK PASSANTINO AND STERLING VARNER until such time as ninety percent (90%) of the lots in Tract 4076-B have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first. The initial address of said Committee shall be P. O. Box 8858 Fort Mojave, Arizona 86427. Any and all vacancies during such period shall be filled on designation by DESERT LAKES DEVELOPMENT L. P.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the lots in Tract 4076-B, or any part of any such lot, until and unless the plan showing floor areas, external designs and the ground location of the intended structure, along with a plot plan and front/rear landscaping plan and a fee in the amount set by the Committee but not less than TEN DOLLARS AND NO/100 (\$10.00) nor more than ONE HUNDRED DOLLARS AND NO/100 (\$100.00) have been first delivered to and approved in writing by the Committee of Architecture.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owners upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

ARTICLE II

LAND USE

A. General

1. All buildings erected upon the lots within the subdivision shall be of new construction. All such buildings must

be completed within twelve (12) months from the commencement of construction. Mobile homes and all structures built, constructed or prefabricated off the premises are expressly prohibited, including but not limited to modular or manufactured structures and existing structures.

2. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No lot shall be conveyed or subdivided smaller than that shown or delineated upon the original plat map, but nothing herein contained shall be so construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building site, after which time such whole lot and adjacent part of the other lot shall be considered as one lot for the purposes of these restrictions.

4. All buildings on lots not adjacent to the golf course being lots shall have a minimum of one thousand four hundred (1,400) square feet of living space, exclusive of garages, porches, patios and basements. Buildings on all other lots, being those lots adjacent to the golf course, in Tract 4076-B shall have a minimum of one thousand six hundred (1,600) square feet of living space, exclusive of garages, porches, patios and basements. No construction shed, basement, garage, tent, shack, travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.

5. All buildings shall have: (i) a maximum building height of Thirty (30) feet from the surface of the lot to the peak of the highest projection thereof; (ii) no more than two stories; (iii) no exposed radio, radio-telephone, television or microwave receiving or transmitting antennas, masts or dishes; (iv) no airconditioning unit on roofs; (v) a closed garage with interior dimensions of no less than twenty (20) feet; (vi) on any roof visible from ground level at any point within Tract 4076-B as its exposed visible surface, clay, concrete or ceramic tile, slate, or equal as may be approved by the Committee on Architecture; (vii) tempered glass in all windows facing fairways and driving range lakes.

6. All buildings and projections thereof on lots not adjacent to the golf course being Lots 31, 32, 33, 34, 35, 36, 37, 41, 42, 69, 74, 78, 79, 80, and 108 Block F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 Block G, Lots 21, 22, 26, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 66, 67, and 68 Block H, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 Block I, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 Block J, and Lots 1, 2, 3, 4, 5, 6, and 7 Block K shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. All buildings and projections thereof on all other lots of Tract 4076-B, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') from the front and rear property lines and five feet (5') from the side property lines.

7. Lots 75 through 86 inclusive, Block F, shall not have direct vehicular driveway access to Mountain View Road or Lippan Boulevard, as the case may be, but rather shall have vehicular access from the twenty-four foot (24') access easement as depicted on the plat. No automobiles, motorcycles, bicycles or other vehicles shall be parked in said access easement.

8. Fences and walls shall not exceed six (6) feet in height and shall not be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and

walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') black in color which shall continue along the side lot line for a distance of fifteen feet (15'). Access to the golf course from lots adjacent to the golf course is prohibited.

9. No individual water supply system (private well) shall be permitted on any lot in the subdivision.

10. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.

11. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owners, Declarant, or its successor and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

12. No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots, improved or otherwise, provided, however, that an owner may place on his improved lot "For Sale" signs, "For Lease" signs or "For Rent" signs so long as they are of reasonable dimensions.

13. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

14. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pickup.

15. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.

16. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple

family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

17. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl, fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.

18. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having sold a lot that is subject to this instrument, Declarant may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall supercede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office.

19. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

20. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions or conditions and prevent such violating party from so doing or to recover damages or other dues for such violations. In addition to any other relief obtained from a court of competent jurisdiction, the prevailing party may recover a reasonable attorney fee as set by the court. No failure of the Trustee or any other person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

21. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law

and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

22. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B(1). Special Development Residential
SD-R Single Family Residential, Mobile Homes
Prohibited
Land Use Regulations.

Uses Permitted:

Single Family dwelling and accessory structures and uses normally incidental to single family residences, MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

LAWYERS TITLE AGENCY, INC.,
as Trustee

DESERT LAKES DEVELOPMENT L.P.
a Delaware Limited Partnership

By *Robert P. Douglass*
Title: Trust Officer

By *Frank J. Rossetti*

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this, the 6th day of December, 19 89,
before me the undersigned officer, personally appeared
ROBERT P. DOUGLASS, who acknowledged himself to be a
Trust Officer of LAWYERS TITLE AGENCY, INC., an Arizona
corporation, and that he, as such officer being authorized so to
do, executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself as
Trust Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
MY COMMISSION EXPIRES MAY 30, 1990.

Judith Diaz
Notary Public



STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK PASSANTINO, Secretary of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT LAKES DEVELOPMENT, a Delaware Limited Partnership, and that he, as such Incorporator being authorized so do do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as a Incorporator.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

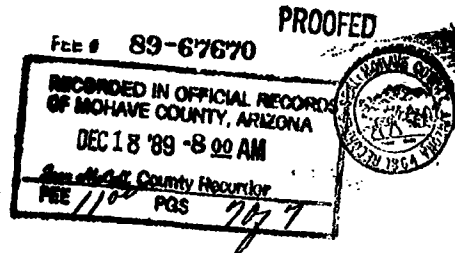
My Commission Expires:
MY COMMISSION EXPIRES MAY 30, 1990.

Judy D...
Notary Public

J2



INDEX MISCELLANEOUS



68 Holland West
PO Box 699
Bullhead City AZ 86442

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DESERT LAKES GOLF COURSE & ESTATES 4076-D INDEXED

MOHAVE COUNTY, ARIZONA

#90- 73717 BK 1808 PG 509
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ.
JOAN McCALL, MOHAVE COUNTY RECORDER
10/19/90 9:30 A.M. PAGE 1 OF 6
HOLLAND WEST
RECORDING FEE 11.00

KNOW ALL MEN BY THESE PRESENTS:



THIS DECLARATION made and entered into this 18th day of April, 1990, by WestTILE CORPORATION, an Arizona corporation, as Trustee, under Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as the Trustee for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-D, County of Mohave, State of Arizona, as per plat thereof recorded on the 17 day of October, 1990 at Fee No. 90-13298, and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof the lots in said Tract 4076-D and desires to subject the same to certain protective reservations, covenants, conditions and restrictions between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said tract and of each owner thereof, and shall run with the land, and shall inure to and pass with each lot and parcel of land in said tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement.

Every conveyance of any of said property or portion thereof in Tract 4076-D, shall be and is subject to the said Covenants, Conditions and Restrictions as follows:

ARTICLE I

COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant shall have the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of the lots within the subdivision have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture. Nothing herein contained shall prevent Declarant from assigning all rights, duties and obligations of the Architecture Committee

to a corporation organized and formed for and whose members consist of the owners of lots within this subdivision.

Notwithstanding anything hereinbefore stated, architectural review and control shall be vested in the initial Architecture Committee composed of ANGELO RINALDI, FRANK PASSANTINO AND STERLING VARNER until such time as ninety percent (90%) of the lots in Tract 4076-D have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first. The initial address of said Committee shall be P. O. Box 8858 Fort Mojave, Arizona 86427. Any and all vacancies during such period shall be filled on designation by DESERT LAKES DEVELOPMENT L. P.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the lots in Tract 4076-D, or any part of any such lot, until and unless the plan showing floor areas, external designs and the ground location of the intended structure, along with a plot plan and front/rear landscaping plan and a fee in the amount set by the Committee but not less than TEN DOLLARS AND NO/100 (\$10.00) nor more than ONE HUNDRED DOLLARS AND NO/100 (\$100.00) have been first delivered to and approved in writing by the Committee of Architecture.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owners upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

ARTICLE II

LAND USE

A. General

1. All buildings erected upon the lots within the subdivision shall be of new construction. All such buildings must

be completed within twelve (12) months from the commencement of construction. Mobile homes and all structures built, constructed or prefabricated off the premises are expressly prohibited, including but not limited to modular or manufactured structures and existing structures.

2. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No lot shall be conveyed or subdivided smaller than that shown or delineated upon the original plat map, but nothing herein contained shall be so construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building site, after which time such whole lot and adjacent part of the other lot shall be considered as one lot for the purposes of these restrictions.

4. All buildings on lots not adjacent to the golf course being Lot 81, Block F shall have a minimum of one thousand four hundred (1,400) square feet of living space, exclusive of garages, porches, patios and basements. Buildings on all other lots, being those lots adjacent to the golf course, in Tract 4076-D shall have a minimum of one thousand six hundred (1,600) square feet of living space, exclusive of garages, porches, patios and basements. No construction shed, basement, garage, tent, shack, travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.

5. All buildings shall have: (i) a maximum building height of Thirty (30) feet from the surface of the lot to the peak of the highest projection thereof; (ii) no more than two stories; (iii) no exposed radio, radio-telephone, television or microwave receiving or transmitting antennas, masts or dishes; (iv) no airconditioning unit on roofs; (v) a closed garage with interior dimensions of no less than twenty (20) feet; (vi) on any roof visible from ground level at any point within Tract 4076-D as its exposed visible surface, clay, concrete or ceramic tile, slate, or equal as may be approved by the Committee on Architecture; (vii) tempered glass in all windows facing fairways and driving range lakes.

6. All buildings and projections thereof on lots not adjacent to the golf course being Lot 81, Block F, shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. All buildings and projections thereof on Lots adjacent to the golf course being Lots 75, 76, 77, 78, 79, 80, 82, 83, 84, 85, 86, Block F, shall be constructed not less than twenty feet (20') from the front and rear property lines and five feet (5') from the side property lines.

7. Fences and walls shall not exceed six (6) feet in height and shall not be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') black in color which shall continue along the side lot line for a distance of fifteen feet (15'). Access to the golf course from lots adjacent to the golf course is prohibited.

8. No individual water supply system (private well) shall be permitted on any lot in the subdivision.

9. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.

10. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owners, Declarant, or its successor and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

11. No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots, improved or otherwise, provided, however, that an owner may place on his improved lot "For Sale" signs, "For Lease" signs or "For Rent" signs so long as they are of reasonable dimensions.

12. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

13. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pickup.

14. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.

15. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

16. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl, fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in

any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.

17. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having sold a lot that is subject to this instrument, Declarant may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall supercede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office.

18. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions or conditions and prevent such violating party from so doing or to recover damages or other dues for such violations. In addition to any other relief obtained from a court of competent jurisdiction, the prevailing party may recover a reasonable attorney fee as set by the court. No failure of the Trustee or any other person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

20. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

21. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B(1). Special Development Residential
SD-R Single Family Residential, Mobile Homes
Prohibited
Land Use Regulations.

Uses Permitted:

Single Family dwelling and accessory structures and uses normally incidental to single family residences, MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

WestTITLE CORPORATION,
as Trustee

DESERT LAKES DEVELOPMENT L.P.
a Delaware Limited Partnership

By [Signature]
Title: Trust Officer

By [Signature]

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this, the 12 day of September, 1990, before me the undersigned officer, personally appeared [Signature], who acknowledged himself to be a Trust Officer of WestTITLE CORPORATION, an Arizona corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

[Signature]
Notary Public

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

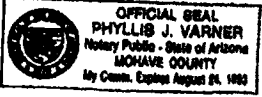


On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK PASSANTINO, Secretary of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT LAKES DEVELOPMENT, a Delaware Limited Partnership, and that he, as such Incorporator being authorized so do do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as a Incorporator.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

[Signature]
Notary Public



BELLA/04/18/90

Exhibit 4

Final Order

To be edited as needed by the Court for how Knight
is Ordered to complete mailing the Service Packet.

1 Nancy Knight
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (928) 768-1537
5 nancyknight@frontier.com

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.

12 GLEN LUDWIG, et. al.,

13 Defendants.

Case No.: **CV 2018 04003**

FINAL ORDER
For Service of Indispensable Parties

Hon. Judge Nielson

14
15 **IT IS ORDERED** that the caption of this case shall not be amended until after
16 service is substantially accomplished and the Court can determine whether to join an
17 Indispensable Party as a Movant in the MSJ on abandonment or Non-Movant defending
18 the Declaration's validity and enforceability. Substantial being defined as Knight having
19 expended mailing costs of at least \$2,000 for the first mailing to the Indispensable Parties
20 who own residential lots with Assessor Parcel Numbers (APNs) as listed on the Excel
21 Spreadsheet provided to the Clerk of the Court and Attorney Oehler.

22 **IT IS ORDERED** that Knight (non-movant on abandonment) shall provide all
23 necessary data and information into an Excel spreadsheet that is required for the issuance
24 by the Court system of the Summonses that will be served upon each of the additional
25 parties. Knight shall provide the Excel Spreadsheet, simultaneously sent by electronic
26 delivery, to the Clerk of the Court and existing Defendant's attorney. The spreadsheet
27 shall specifically include those residential lots that are located in the Assessor's Property
28 Description for Desert Lakes Golf Course and Estates Tract 4076-B, Tract 4076-D and
Tract 4163.

The Excel spreadsheet shall list the following data and information as follows:
Assessor's Parcel Numbers in numerical order in column A, the specific lot number in

1 column B (also known as the Property Description by the Assessor), the name(s) of the
2 current owners in column C based on either the information from the Mohave County
3 Assessor's Website or from the Mohave County Recorder's online search for the most
4 recent sale of the said APN, the number and street name of the mailing address of the
5 current owner of each parcel in column D, the City in column E, the State in column F,
6 and the Zip Code in column G.

7 **IT IS ORDERED** Knight shall cause to be served in compliance with Arizona
8 Rules of Civil Procedures, Rule 16, Rule 4(f), Rule 4.1(c)(1)(A)-(G), each and every
9 owner identified in accord with the provisions of the immediately preceding paragraph.

10 **IT IS ORDERED** Knight shall be allowed to file a claim for second mailing
11 costs, costs of a Process Server, and/or costs of Publication in Small Claims Court
12 pursuant to the "Duty to Avoid Unnecessary Costs of Service of Summons".

13 16 A.R.S. Rules of Civil Procedure, Form 2, Page 2, Waiver of Service of
14 Summons DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF
15 SUMMONS

16 Rule 4.1 and Rule 4.2 of the Arizona Rules of Civil Procedure require
17 certain parties to cooperate in saving unnecessary costs of service of the
18 summons and a pleading where the party's failure to do so will be required
19 to bear the cost of such service unless good cause be shown for its failure to
20 sign and return the waiver.

21 Rule 4(f): There are two ways to accomplish service with the assent of the served
22 party - waiver and acceptance.

23 Since all parties can agree to be served by Waiver, only one of the two ways needs
24 to be provided to the Indispensable Parties by Knight.

25 **IT IS ORDERED** Knight may accomplish service by Waiver. The waiver of
26 service must be in writing, signed by that party or that party's authorized agent or
27 attorney, and be filed in the action. A party who waives service receives additional time
28 to serve a responsive pleading, as provided in Rule 12(a)(1)(A)(ii).

IT IS ORDERED that the contents of the Service Packet shall include: (1) A
Notice to Property Owners, (2) Personal Summons, (3) a copy of the Knight's Complaint
filed with this Court on January 22, 2018, (4) a copy of Ludwig's et.al. Answer filed on
June 19, 2018 (7 pertinent pages excluding 5 pages of Verifications that are unnecessary
for the Indispensable Parties), (5) for all Tract 4076-B, Tract 4076-D and Tract 4163
APNs, a copy of the Declaration of Covenants, Conditions and Restrictions for Desert

1 Lakes Golf Course and Estates Tract 4076-B recorded in Official Records of Mohave
2 County on December 18, 1989 at Book 1641, Pages 895-901. All Tract 4076-D lots shall
3 receive both the Tract 4076-B and Tract 4076-D Declarations. The Tract 4076-D
4 Declaration of Covenants, Conditions and Restrictions was recorded in Official Records
5 of Mohave County on October 19, 1990 at Book 1808, Pages 509-514, (6) Two Waiver
6 of Service forms for each property owner listed for their Assessor Parcel Number(s) and
7 sufficient self-addressed stamped envelopes for return of one copy of each signed waiver
8 to be returned to Knight for filing with the court. One copy of the Waiver of Service
9 Form is for the recipient to keep for their records. Good cause must be shown for anyone
10 who cannot return the signed waiver that will be provided to the court in lieu of the
11 Signed Waiver pursuant to Rule 4 (f).

12 **IT IS ORDERED** the Summons and Waiver of Service shall list the Plaintiffs as
13 Ludwig et. al. for the law suit being filed against the Indispensable Parties. Nancy Knight
14 shall be listed as the Defendant. Ludwig et. al. are the movants (Plaintiffs) who bear the
15 burden of proof in the action on abandonment of the Declaration or abandonment of
16 specific Deed Restrictions.

17 **IT IS ORDERED** Knight may accomplish service in the following manners for
18 parties with a mailing address either in or outside the State of Arizona or outside the
19 United States:

20 1. Knight shall first attempt to cause parties to be served by first class mail,
21 Return Receipt requested, to the mailing address of the owners of each and every
22 APN listed on the Excel spreadsheet as provided to the Clerk of the Court and
23 Attorney Oehler as follows:

- 24 a. The name on the envelope and associated Return Receipt for the first
25 mailing will be the name on the Property Tax Statement.
- 26 b. For any APN held in a Trust, the name on the envelope and associated
27 Return Receipt for the first mailing will be the name of the member on
28 their Property Tax Statement and will only require the return of one copy
of the Waiver of Service Form from any single member of the Trust.
- c. For any APN held in joint tenancy, the name on the envelope and
associated Return Receipt of the first mailing will be the name of the
primary property owner.

2. For APNs held in joint tenancy where only one party of multiple parties
returns the Waiver of Service form and fails to respond without good cause, a
second attempt will be mailed to the non-responding party or parties addressed to

1 their specific name with the costs to be borne by the owners of the APN pursuant
2 to Rule 16, A.R.C.P. Rule 4 (f) and form CVC27f-100317 (Waiver of Service - 2
3 sided Form).

4 3. In lieu of any party failing to return the Waiver of Service upon the second
5 mailing, Knight will file the Return Receipt with the Court and the Court will
6 consider the unresponsive parties owning the APN as having been served in
7 accord with Rule 16, Rule 4 (f), Rule 4.1 and Rule 4.2 of the Arizona Rules of
8 Civil Procedure for their Duty to Avoid Unnecessary Cost of Service of Summons.

9 **IT IS ORDERED** that for any owner of an APN that is mailed a Service Packet
10 and if it is returned by the USPS for non-delivery such as for an inability to forward,
11 refused, return to sender unclaimed, etc., the Court may consider Knight's request for
12 other forms of alternative service.

13 **IT IS ORDERED** by _____, 2023, or at the time of filing an initial
14 pleading or motion with the Court by an Indispensable Party, whichever is sooner, all
15 parties and attorneys appearing in this case shall designate and maintain an e-mail
16 address with the Clerk of the Court and the other parties. The e-mail address will be used
17 to electronically distribute any document, including minute entries and other orders,
18 rulings, and notices described in Rule 125, Rules of the Supreme Court, by e-mail or
19 electronic link in lieu of distribution of paper versions by regular mail. The e-mail
20 address shall be designated on each document filed. In the event that a party's e-mail
21 address changes, that change shall immediately be brought to the attention of the Clerk of
22 Superior Court and included on subsequent filings and pleadings.

23 **IT IS ORDERED** that the Clerk of the Superior Court shall electronically
24 distribute all pleadings and documents, including minute entries and other orders, rulings,
25 and notices described in Rule 125, Rules of the Supreme Court, by e-mail or electronic
26 link in lieu of distribution of paper versions by regular mail.

27 **IT IS ORDERED**, after initial service of the Service Packet, all Plaintiffs Pro Per
28 or Defendants Pro Per are authorized to file documents with the Clerk of the Court by
mail or personal delivery to a Mohave County Courthouse and to transmit documents to
all other parties in electronic format and shall attach to the original document filed with
Clerk of the Court a notice that the document was transmitted electronically to the other
parties along with a list of the names of the parties and e-mail addresses to which
electronic transmission was sent. Plaintiffs Pro Per and Defendants Pro Per are not

1 required to register with TurboCourt for electronic filing of documents with the Court.

2
3 **IT IS ORDERED** any party who declines to provide the Clerk of the Court and
4 the other parties with an e-mail address shall be assessed the actual cost of mailing.

5 **IT IS ORDERED** the Clerk of the Court of Mohave County Superior Court shall
6 provide public access to all pleadings previously filed and to be filed in this litigation
7 through its "High Profile Cases" link on its website.

8 **IT IS ORDERED** the existing litigants involved in the matter of abandonment of
9 the CC&Rs, shall not have any direct nor indirect contact with the to-be-joined nor joined
10 Pro Se Indispensable Parties. All litigants shall have contact with Indispensable Party's
11 Legal Counsels.

12 Nancy Knight, in her capacity as President of the Desert Lakes Tract 4076
13 Unincorporated Association, shall have the ability to have contact, directly or
14 indirectly, with any property owner in the 300+ acre Subdivision Tract 4076
15 including indispensable or necessary parties in order to perform in the capacity of
16 the Architectural Committee for meetings regarding the Committee rules,
17 variances or exclusions, or for meetings regarding Amendments to the CC&Rs.

18 Pursuant to the Gag Order imposed on Nancy Knight by Hon. Judge Jantzen, no
19 discussion regarding this case shall be allowed at any of the meetings.

20 **IT IS ORDERED** that in the event Knight does not take substantial steps to have
21 fully complied with the specifics of this Order as set forth herein to join all necessary and
22 indispensable parties within one hundred fifty (150) days from receiving the Court's
23 signed Order and approved Notice to Property Owners to complete her mailing of the
24 Service Packet, this matter shall be dismissed. Substantial steps is defined as having
25 certified mail receipts in the sum of at least \$2,000 for the first mailing to the
26 indispensable party owners of APNs on the Excel Spreadsheet.

27
28 DONE IN OPEN COURT this ____ day of _____, 2023.

Judge of the Superior Court