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MYRLYN TINNELL
SUPERIOR COURT CLERK

1 Nancy Knight
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 (928) 768-1537
5 nancy@thebugle.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.

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

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

20 Defendants.

**PLAINTIFFS' INITIAL RULE 26.1
DISCLOSURE STATEMENT**

(Assigned to the Hon. Derek Carlisle)

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

PLAINTIFFS' INITIAL DISCLOSURE - 1



B8015CV201804003

1 change and amplification. In an effort to conserve resources, the voluminous exhibits
2 provided by the Plaintiff in response to prior pleadings in dispositive motions by the
3 Defendants, Responses, Replies, and Oral Arguments, are incorporated as though fully
4 included and restated herein. Plaintiff incorporates herein only additional pertinent
5 information identified or produced during the discovery.
6

7 This matter is in the initial stages of discovery, therefore, this Disclosure
8 Statement and its contents represent the product of the investigation to date that is
9 pertinent to the Breach of Contract for violations, attempted violations, and threatened
10 violations of the Covenants, Conditions, and Restrictions of Desert Lakes Golf Course
11 and Estates (hereinafter "CC&Rs") Tract 4076-B. Defendant's Roberts are exempt at this
12 time until a decision on Plaintiff's Motion to Amend Orders has been decided by the
13 Court.
14

15 The Plaintiff awaits the Court's decision regarding her motion for amended Court
16 Orders regarding her rights to prosecution of both Count 1 and Count 2 of her Complaint;
17 however, the Disclosure is due 40 days from the Defendant's Answer. Disclosures are
18 due on Sunday, July 29, 2018, therefore, the parties agreed to an extension no later than
19 Wednesday, August 1, 2018.
20

21 I. FACTUAL BASIS FOR CLAIMS AND DEFENSES

22 Plaintiff filed a Breach of Contract Complaint on January 22, 2018 against
23 Defendants Glen Ludwig, et al. (hereinafter "Defendants"), claiming violations of the
24 CC&Rs. The January Complaint was deliberately delayed with a Motion to Dismiss.
25

1 Attorney for the Defendants knew full well that the Plaintiff had rights to enforcement for
2 Tract 4076-B and yet the attorney for the Defendants claimed she had no standing
3 whatsoever for the entire Complaint. The Defendants, through their attorney, caused
4 substantial court time and emotional suffering for the Plaintiff who had to defend herself
5 against the bogus claim that she had no standing whatsoever for CC&R enforcement even
6 in her own Tract 4076-B. After three months delay and a multitude of arguments and
7 exhibits, the Court held Oral Arguments on April 2, 2018 for the narrow purpose of
8 determining if the Plaintiff had CC&R enforcement rights. It was determined by the
9 Court that she had rights to prosecute violations only in her CC&R Tract 4076-B and not
10 for the home owned by the Roberts which is located in Tract 4076-A.
11

12
13 The Defendants, through their attorney, filed a Court Order for the taking of the
14 Plaintiff's rights entirely for Count I in Tract 4076-B. Count I was entitled "Violations of
15 Covenants, Conditions, and Restrictions".

16 The Plaintiff filed a Motion to Amend Court Orders as written by the Defendant's
17 attorney. The Plaintiff awaits a decision of the Court for amended Orders to restore her
18 entire rights within Tract 4076-B and possibly for an amended court order for other
19 Tracts and especially Tract 4076-A without prejudice.
20

21 At a minimum the preliminary and permanent injunctions cited in Count II of the
22 January 2018 Complaint were expected to be followed for Tract 4076-B regardless of the
23 pending decision of the Court for amended Orders. The Defendants chose to ignore the
24 injunctive relief sought by the Plaintiff. According to Development Services records, a
25

1 new home construction permit was applied for by the Defendants in March 2018. The
2 home completed engineering review and the permit was approved in May 2018. By June
3 2018 the Plaintiff could clearly see from her own rear yard that the framing for this home
4 did not have a twenty foot rear yard setback. Refer to Paragraph 6, Book 1641, Page 897
5 for “buildings and projections...”.

7 On June 25, 2018 Mohave County Development Services was requested to send
8 the permit for the home at 1839 Lipan Blvd. The Plot Plan confirmed that the projecting
9 roof line was only twelve feet from the property line. An estimate of the livable space
10 was also suspected of being in violation of the required 1600 sq ft for homes adjacent to
11 the golf course. The dimensions of livable space and dimensions of the non-livable
12 spaces are expected to be provided by the Defendants in engineering drawings (aka
13 blueprints). The engineering drawings are needed to determine how much of the home’s
14 total square footage is livable space versus the non-livable garage/laundry room,
15 entry/foyer, and patio areas.

17 On June 25, 2018, a courtesy email was sent to Fairway Constructors informing
18 them of the violations and since the home was in the framing stage at that time, remedy
19 was expected. A response to the email was not received by the Plaintiff; however,
20 construction stopped for a short period of time and then resumed without remedy. The
21 home is listed for sale and advertised as having 1829 square feet. According to the
22 internet advertising on July 26, 2018, there is a pending offer. Reference:

23 <https://www.trulia.com/p/az/fort-mohave/1839-e-lipan-blvd-fort-mohave-az-86426-->
24

1 1150316941 The home's ownership may change prior to any Discovery or time for
2 Leave to Amend the Complaint. Another victim, other than Mr. and Mrs. Grice who
3 purchased the lot on which this home was being constructed, may be unaware of their
4 purchase of a home in violation of the CC&Rs.
5

6 This total disregard for the Court Order that granted the Plaintiff rights for Count
7 II in Tract 4076-B was deliberate and malicious as it was in plain view of the Plaintiff's
8 rear yard and became more than an annoyance. The preliminary injunction enjoining
9 Defendants from future CC&R violations was blatantly ignored. This egregious violation
10 caused the Plaintiff significant emotional harm as the violation was clearly in view of her
11 own rear yard and was a constant reminder of the Defendants disregard for the CC&Rs
12 and the litigation in progress.
13

14 Defendants also have not removed the offending advertising signage on the one
15 unimproved lot on Lipan Blvd. that the Plaintiff has offered as an exhibit. Count II,
16 preliminary injunction, applies to this and all signage owned by the Defendants that they
17 have placed on lots in Tract 4076-B.
18

19 Count II also seeks compensation from the Defendants for the threatened and
20 attempted setback violations proposed by Defendant Azarmi through Board of Supervisor
21 (herein after "BOS") resolutions that affected the Plaintiff's property directly as she had
22 intended to seek the proposed setback to accommodate a deep garage for her motor
23 home. But for due diligence, the Plaintiff would have been yet another victim of Mr.
24 Azarmi who puts his self-serving profit above the needs of his clients (the Roberts and
25

1 the Grice's are known victims to date). Mr. Azarmi and his County cohorts deliberately
2 withheld full disclosure that County permits, variances, and BOS resolutions that are less
3 restrictive than the CC&Rs can lead to prosecution by any property owner in their Tract.

4
5 Further indirect harm to the Plaintiff's property is due to all development in
6 violation of the CC&Rs that impacts the overall design of the community for which she
7 purchased her home. Those violations, in turn, affects her property values, views, and
8 enjoyment of her home.

9 This Disclosure Statement addresses only the Defendants violations, threatened
10 violations, and attempted violations in Tract 4076-B that are known to exist to date. The
11 Plaintiff has not driven all of the streets in Tract 4076-B to find additional violations
12 caused by the Defendants. Lipan Blvd is regularly traveled by the Plaintiff for a route to
13 the mail box therefore the signage on the one unimproved lot that she provided the
14 photographic evidence of was easily identified. There are many setback violations on
15 homes as observed from her rear yard. The extent of those violations, as caused by the
16 Defendants, is expected in the Defendants Rule 26.1 Disclosure Statement. Defendants
17 are the holders of the permits for homes they caused to be constructed in Tract 4076-B.
18 As the property owners of signage on unimproved lots, they are also aware of where their
19 advertising signage property is located.
20
21

22 The Complaint, on page 11, paragraph 42, cited that the Plaintiff suffered time and
23 expense in protections of her own property values against the Defendant's proposed BOS
24 Resolutions for setback reductions. Her own interest in an RV garage had to be curtailed
25

1 when it was determined that even though Mohave County could approve the setback
2 reduction, it was less restrictive than the CC&Rs and therefore could result in a law suit
3 against the Plaintiff. Severe financial loss would have been the result, both from the law
4 suit and in any modifications to her building that would be necessary to conform to the
5 CC&Rs. Disclosure of the email communication between the Plaintiff and Scott Holtry of
6 Development Services for the RV garage inquiry is already a part of the record.
7

8 The Defendants have claimed they do not own the unimproved lot on which their
9 illegal advertising is situated nor did they own the lot at 1839 Lipan Blvd. when they
10 applied for the new home construction permit. Are the Defendants taking the position that
11 the full penalty for the violations caused by the Defendants should be borne entirely by
12 the lot owners? If that is the position of the Defendants, then the names of persons who
13 need to be added as additional defendants needs to be disclosed to the Plaintiff and Leave
14 to Amend the Complaint should not be objected to by the Defendants.
15

16 Mohave County took the position that they are not a party to the CC&Rs. Property
17 owners and developers must abide in the more restrictive CC&Rs or County codes. The
18 Defendants, as major developers in the area, have knowledge of the CC&Rs and the
19 declaration of Tract 4076-B CC&Rs was among the Defendant's exhibits in pleading for
20 dismissal. Complicity by the Defendants, at a minimum, would be expected from a Court
21 ruling. Violations at someone else's expense, the lot owners in this case, will be an
22 interesting question for the Court.
23
24
25

1 Defendant Azarmi was specifically identified by the Planning Commissioners in
2 September 2016 as the proponent of the BOS resolutions. In the absence of full
3 disclosure of the CC&Rs, Mr. Azarmi's fellow commissioners voted unanimously to
4 approve.

5
6 The Plaintiff submitted a letter to the BOS and made a presentation on October 3,
7 2016 due to the lack of full disclosure in the packet regarding the CC&Rs. The packet
8 had been mailed to all Desert Lakes property owners for the offer to have their setbacks
9 reduced. The Plaintiff was successful in denial of the BOS Resolutions with a three to
10 two vote. The setback reductions were threatened violations and subsequent to the denial
11 vote, the setback reductions became attempted violations of the CC&Rs. The Plaintiff
12 seeks compensation for her time and costs associated with the denial of the BOS
13 Resolutions.

14
15 The Plaintiff also seeks compensation from the Defendants for her costs associated
16 with the printing of a letter and Every Door Direct Mail (EDDM) postage to 617
17 addresses in Desert Lakes regarding the CC&R attacks. This letter is already a part of the
18 documents in the Defendant's attorney's file as part of the record for CV 2016- 04026.
19 The Defendants may request this evidence from the Plaintiff who is seeking to limit
20 voluminous repetitive exhibits.

21
22 In 2018, Development Services director Walsh confirmed that the proponent was
23 Defendant Azarmi and that the County had spent approximately \$12,500 of taxpayer
24 dollars to accommodate this Developer's request for the mailing of the Packet of
25

1 literature, forms and postage paid return envelope, signage that had to be ordered and
2 posted on all lots of owners who had correctly completed and returned their forms, and
3 publishing of the zoning change in a newspaper or other method of public notice.
4

5 Another interesting question for the Court, or jury, is whether this was a
6 misappropriation of public funds for a politically well-connected Developer who serves
7 on the planning commission, advisory committees, the Chamber of Commerce, and more.

8 Full-disclosure on who authorized the expenditure is expected from the
9 Defendants. Supervisor Buster Johnson was surprised to hear from the former
10 Development Services Director Hont, that the Proponent was not billed for the
11 expenditure. It is highly suspect of a taxpayer expense that is not a normal part of County
12 operations.
13

14 The Complaint cited in paragraph 47 that the Plaintiff would be seeking, in
15 Discovery and Disclosure, permit drawings for all homes built by Defendants in order to
16 identify the extent to which the Defendants have violated or caused to violate the
17 CC&Rs. Paragraph 47 applies to Tract 4076-B where it has been proven that the
18 Defendants have taken a contemptuous position with regards to the CC&Rs with their
19 Application for new home construction at 1839 E. Lipan Blvd. The Court was provided
20 with the permit application and plot plan on July 9, 2018 as evidence of the existing
21 CC&R violation.
22

23 The Plaintiff, through an email to Mr. Azarmi and copied to the Defendant's
24 attorney is also to be considered already a part of the record. The Plaintiff sought help
25

1 from Defendant Glen Ludwig for a potential cost-effective remedy to all of the known
2 rear yard setback violations adjacent to the golf course. Mr. Ludwig was apparently not
3 interested in contacting the Plaintiff.

4
5 Because the October 2016 BOS Resolutions threatened and attempted to violate
6 the CC&Rs for front and rear setbacks in all Tracts, they were included in the Complaint.
7 This Disclosure is limited to only the threatened and attempted violations within Tract
8 4076-B. A spreadsheet of the parcel numbers that were included in the reduced setback
9 offer together with the number of lots in Tract 4076-B accepting the offer is already a
10 part of the record. The Plaintiff's address was among Defendant Azarmi's proposed BOS
11 Resolutions for a fifteen foot front and rear setback that in turn threatened the Plaintiff
12 financially and legally had she taken the offer and built her RV garage in accordance with
13 the less restrictive setback offer. Due diligence on the part of the Plaintiff required a
14 substantial amount of research time and monetary costs.

15
16 As the Plaintiff stated on page 9 of the Complaint "Had it not been for the plan to
17 try to reduce setbacks in the entire Desert Lakes Community (regarding the threatened
18 setback violations proposed by Defendant Azarmi through BOS Resolutions), Azarmi
19 and Ludwig would most likely have gone about their business of violating the CC&Rs
20 one home at a time." This new home construction permit at 1839 Lipan Blvd. is evidence
21 that they do go about their business of violating, or cause to violate, the CC&Rs, one
22 home at a time even with pending litigation. The Complaint was filed in January 2018.
23
24 The new home construction permit was applied for in March 2018. The Defendant's
25

1 taking of the Plaintiff's rights to prosecution of violations and with prejudice, was not
2 granted by the Court until June 2018. Even if they did not realize that Count II affected
3 the new home construction, the flagrant violation for the rear yard setback of twelve feet
4 rather than twenty feet was deliberate and with an intentional disregard for the CC&Rs
5 for Tract 4076-B. It is yet to be determined if the livable space has also been violated for
6 this home.
7

8 The permit application for the new home construction permit at 1839 Lipan Blvd.
9 did not identify the square footage of livable space; however, it appears, based on the
10 limited dimensions cited on the plot plan that this new home has less than the required
11 1600 square feet of livable space that is required in accordance with the CC&Rs for
12 homes adjacent to the golf course. The engineering design plan, or blueprint, with room
13 dimensions is expected to be Disclosed by the Defendants to verify the livable space vs
14 non-livable space within the purported 1,829 square feet. Advertised square footage is
15 always subject to verification by the buyer therefore the 1,829 square feet may include
16 many of the non-livable space categories or even be exaggerated.
17

18 Permit fees are not based on a breakdown of the square footage of livable space
19 but rather on the value of the home. The value of this home was calculated by the
20 Developer, or the County, at \$150,000 for a BLDG fee of \$1264 (\$993.75 for the first
21 \$100,000 in value and \$560 for the next \$100,000 in value). A value of \$150,000 does
22 not correlate to a large home but more comparable to a 1,300 sq ft home in our area.
23
24
25

1 At the time of the filing of the Complaint, the Plaintiff was unaware that five
2 Tracts within Desert Lakes had their own separate CC&Rs. The Plaintiff continues her
3 efforts at this time to find the boilerplate CC&R document for the Master Planned
4 Community that may have been recorded and/or purchased under a name other than
5 Desert Lakes Golf Course and Estates. The Plaintiff is also attempting to purchase a lot in
6 Tract 4076-A to ensure her rights to prosecute the entirety of her Complaint and as such
7 has requested the Court to amend or alter the Order for the Roberts' home as well. As
8 stated there exists a possible cost-effective remedy for setback violations, if Mr. Ludwig
9 has the capacity and desire to assist with the remedy.
10

11 No exhibits are included in this Disclosure as evidence is already a part of the
12 record. Defendant's are expected to Disclose family members who are co-party's to any
13 violations including advertising signage.
14

15 **II. LEGAL THEORY OF CLAIMS AND DEFENSES**

16 CC&R violations occur when a party or parties, such as Defendants, circumvent or
17 ignore any provisions of the Declaration.
18

19 The Declaration of Covenants, Conditions, and Restrictions for Desert Lakes Golf
20 Course and Estates Tract 4076-B CC&Rs are Recorded in Mohave County at Book 1641,
21 pages 895-901.

22 The Plaintiff's Title Insurance Policy for her home cited the recorded CC&Rs.

23 The Court has adjudicated the Plaintiffs rights to prosecute Count 2 of her
24 Complaint for Tract 4076-B.
25

1 The Court is expected to amended orders to provide the Plaintiff with full
2 prosecution rights to Count 1 and Count 2 of her January 2018 Complaint for Tract 4076-
3 B.

4 III. WITNESSES

5 Mohave County Development Services Director Walsh to testify to the best of his
6 knowledge to the following actions and/or events: Defendant Azarmi proposed the BOS
7 Resolutions for reduced setbacks; the proposed BOS Resolutions were known by the
8 County to violate the CC&Rs for Desert Lakes Golf Course and Estates; the BOS
9 Resolutions were limited to Mr. Azarmi's request specifically for Desert Lakes Golf
10 Course and Estates; why were the BOS Resolutions not directed to Mohave Valley or Los
11 Lagos for fifteen foot setbacks; the estimated cost for Mr. Azarmi's request was \$12,500
12 and was paid for by the taxpayers of Mohave County; identify Defendant Azarmi's
13 various positions of power with the County such as advisory committees and
14 commissions; identify how many other individuals with similar connections to County
15 departments have been afforded a similar costly proposal at taxpayer expense; aside from
16 the BOS Resolutions that were denied in a 3-2 vote by the BOS, who proposed the
17 "county-wide" setbacks to fifteen feet; how many other unincorporated areas of Mohave
18 County were excluded from the purported county-wide reduced setbacks to fifteen feet;
19 how many citizens, without the County connections that Mr. Azarmi holds, had at least
20 \$1,000 of taxpayer dollars spent on their efforts for any type of self-serving action;
21
22
23
24
25

1 Mohave County Development Services has knowledge of the names of
2 approximately 792 persons with knowledge of the attempted CC&R violations through
3 the BOS Resolution mailed Packet with letter and Waiver Form. Mohave County is
4 keeper of the electronic file.

5
6 Approximately 25% of the persons in each Tract that submitted the completed
7 paperwork for the BOS setbacks have knowledge. Mohave County is keeper of the
8 electronic file.

9 Real estate professionals have knowledge of the CC&Rs and setback violations for
10 the lot at 1839 Lipan Blvd.: Listing Agent, Gina Harris, Home address unknown. Work
11 Ph: (928) 704-7653. Selling agent, Velma Hall, Home address unk. Work Ph: 760-382-
12 0118

13
14 Attorneys Nancy and Michael Anderson have knowledge of the CC&Rs and the
15 setback violation in Tract 4076-A affecting their unimproved lot. Home address unk.
16 Work Ph: 928-763-6800

17 **V. PERSONS WHO HAVE GIVEN STATEMENTS**

18
19 Letters from persons to the Planning Commission in opposition to the BOS
20 Resolutions are part of the County record and available online.

21 Letters from persons to the Planning Commission who were in favor of the BOS
22 Resolutions are part of the County Record and available online.

1 Email responses in favor of CC&R enforcement efforts by Plaintiff in response to
2 the Plaintiff's EDDM letter. Due to the potential for reprisal, names and email addresses
3 will be redacted if the email content is requested by the Defendants.
4

5 Email responses in opposition of CC&R enforcement efforts by Plaintiff in
6 response to the Plaintiff's EDDM letter. Due to the potential for reprisal, names and
7 email addresses will be redacted if the email content is requested by the Defendants.
8

9 **VI. EXPERT WITNESSES**

10 All subcontractors who bid the roofing, framing, and drywall, etc. for the home at
11 1839 Lipan Blvd. These subcontractors' names are expected to be provided to the
12 Plaintiff in the Defendants' Disclosure Statement.

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

14 1. Plaintiff is entitled to compensation for her expenses in this matter
15 including filing fee (\$307), paper and toner for the copies and exhibits (ongoing TBD),
16 auto expenses for the Oral Arguments in Lake Havasu City at 54 cents per mile for 111
17 miles round trip (\$59.94), lost wages for April 2, 2018 for the Oral Arguments (\$100).
18 Total computation is not appropriate at this time as expenses are ongoing.
19

20 2. Plaintiff is entitled to compensation for substantial emotional and physical
21 distress for having to spend hours of sleepless nights conducting research, writing letters
22 and emails, and making a presentation before the Mohave County Board of Supervisors
23 in Kingman, Arizona in her efforts to protect her property values from anyone taking
24 advantage of the BOS Resolution Setbacks. All setback violations affect the overall
25

1 design of the community which in turn affects the Plaintiff's property. The amount found
2 due by a jury herein or found due by judgment of the Court.

3 **3.** Plaintiff is entitled to compensation for substantial emotional and physical
4 distress for having to spend hours of time defending her standing for prosecution rights in
5 Tract 4076-B including having to search CV 2016 04026 case files for which the
6 Defendant's Attorney knew full well of her rights to prosecute in Tract 4076-B. Exhibit
7 already part of record in this case for attorney statement (See Supplemental Disclosure in
8 case 2016-04026). The amount found due by a jury herein or found due by judgment of
9 the Court.
10

11 **4.** Plaintiff is entitled to compensation for the risk posed upon her had she
12 taken the BOS Resolution setback reduction for her motor home garage. The amount
13 found due by a jury herein or found due by judgment of the Court.
14

15 **5.** Plaintiff is entitled to reasonable monetary compensation for auto expenses
16 for her presentation before the BOS in Kingman on October 3, 2016. Computed at 54
17 cents per mile for 90 miles round trip (\$48.60).
18

19 **6.** Plaintiff is entitled to compensation for the printing of letters (\$108.75) and
20 EDDM postage to 617 addresses in Desert Lakes Golf Course and Estates (\$109.21),
21 consult fee for attorney Knochel (\$90), consult fee and form preparation for paralegal
22 services at T-N-T Pro Forms as a pro per Plaintiff (\$ 55 + \$400 = \$455). Total
23 computation = \$762.96.
24
25

1 **IX. VOLUMINOUS ELECTRONIC DOCUMENTS**

2 Mohave County correspondences are unknown to be pertinent to the Defendant's
3 defense at this time; if needed at time of trial for Plaintiff's claims or Defendant's
4 crossclaims, the pertinent information will be disclosed to the Defendant's attorney
5 before trial.
6

7 In the event Plaintiff determines additional electronic or other documents are
8 necessary, Plaintiff will supplement its Disclosure Statement accordingly.

9 RESPECTFULLY SUBMITTED this 30 day of July, 2018.

10 
11 _____
12 NANCY KNIGHT
13 Plaintiff Pro Per

14 COPY of the foregoing hand delivered on this 30 day of July, 2018.

15 Attorney for Defendants
16 Daniel J. Oehler, Esq.
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18 2001 Highway 95, Suite 15
19 Bullhead City, Arizona 86442
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23
24
25