

Gordon

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BY: *[Signature]*  
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WYLYNN TINNELL  
SUPERIOR COURT CLERK

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4 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.

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

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

**PLAINTIFF'S 2nd SUPPLEMENTAL  
DISCLOSURE STATEMENT**

(Assigned to the Hon. Eric Gordon)

16 Defendants.

20 Plaintiff, Nancy Knight (hereinafter "Plaintiff"), through self-representation,  
21 pursuant to Rule 26.1 of the Arizona Rules of Civil Procedure, hereby submits her 2nd  
22 Supplemental Disclosure Statement. Further investigation and discovery may bring to  
23 light additional information that may have a bearing on Plaintiff's claims. The contents of  
24  
25



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

3 In the interest of brevity, only new information since the 1<sup>st</sup> Supplemental  
4 Disclosure, is included herein with supporting documents provided as PDF Exhibits A-E.

5  
6 New Disclosure is a comprehensive history and delineated maps for the creation of  
7 the Desert Lakes Golf Course and Estates Tract 4076 Subdivision as provided by Mohave  
8 County Development Services/Planning and Zoning (**Exhibit A** – RFPI Documents from  
9 Mohave County/Christine Ballard, et.al.). The maps display the boundaries from Joy Ln.  
10 to Lipan Blvd. (N-S) and from Wishing Well to Mountain View (W-E) for the vertical  
11 section of the Subdivision and displays the horizontal section perpendicular and easterly  
12 from Mountain View as extending to approximately Iroquois to the east and from  
13 Everglades to Lipan Blvd (N-S). This documentation supports the prior claims of one  
14 Subdivision and supports the claims of a master planned community referenced in the 1<sup>st</sup>  
15 supplemental disclosure citing Mr. Ludwig, Mr. Rinaldi, and T&M Development. The  
16 map displays the evidence that Fairway Estates is developed on Desert Lakes land and is  
17 therefore subject to the CC&Rs for Desert Lakes, including violations affecting Desert  
18 Lakes Tract 4076-B. Additional supporting evidence is the June 11, 2014 ADRE  
19 “Subdivision Disclosure Report” (Supra Exhibit) for Desert Lakes Golf Course and  
20 Estates Tract 4076-A citing Fairway Estates in the Subdivision “Location” on page 5.

21 The Subdivider is cited as Glen and Pearl Ludwig as Trustees of a family trust (owners of  
22 8 of 10 improved lots for sale) and Fairway Constructors, Inc. owning 2 of 10 improved  
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24  
25

1 lots for sale. These ten lots are listed as “Improved lots with dwellings” refer to page 10.

2 New to the investigation are two Requests for Information from the County. One  
3 requests completed information from the November 2018 Request regarding Lakeview  
4 Village aka Fairway Estates: Map of residential lots and 15 acre site proposed for  
5 multifamily or commercial residential; Final zoning for these 15 acres; Inspections for  
6 reported safety and construction defect(s) in the Fairway Estates’ private recreational  
7 facilities; Other requested information is in regards to side yard setbacks (**Exhibit B**).

8 **Exhibit C** requests explanations for actions taken to abandon a portion of Desert Lakes  
9 Golf Course and Estates Tract 4076 with a new subdivision designation for Lakeview  
10 Village in 1990; Question on whether Mr. Ludwig was informed that the Desert Lakes  
11 CC&Rs run with the land for this new subdivision name and if the County has a copy of  
12 the CC&Rs presented to P&Z by Frank Passantino in 1989.

13 Plaintiff’s invitation to join and Nextdoor Fairway Estates revealed the offensive  
14 behaviors and potential safety issues at this suspect facility in violation of the CC&Rs.  
15 Tract 4076-B abuts the Fairway Estates private recreational facility. Plaintiff objects to  
16 the perception of County Corruption in violating their own Planning and Zoning on this  
17 land that was intended for the express purpose of golf course facilities. A private  
18 clubhouse and swimming pool does not fit the intended golf course use.  
19

20 Plaintiff objects to Carol Champion’s publishing on March 4 on Nextdoor’s social  
21 media not only where the clubhouse is located but to honk horns to get in the gate. She  
22 wrote: “The Fairway Estates Clubhouse is on Mountain View between Joy Lane & Lipin  
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1 where road dips & is on the right of street. There is sign on vehicle gate& honk horn so  
2 we can open gate to enter”. Plaintiff objects to multiple safety issues and the attractive  
3 nuisance as reported on Nextdoor. Mel Eckardt reported on April 30 “Two guys just  
4 jumped the fence to go swimming. If my husband did not see the second guy going over  
5 the fence who knows what they would of done. Why aren't the cameras monitored? We  
6 see this kind of stuff all the time. People propping open doors to the clubhouse and the  
7 gate. Who pays attention? Janell Sims responded “the HOA has said in the past that you  
8 have to call the sheriff.” Plaintiff intends to claim that these activities are violations of  
9 paragraph 2 of Tract 4076-B CC&Rs as follows:  
10

11  
12 Paragraph 2. “No noxious or offensive activities shall be carried on upon  
13 any lot, nor shall anything be done thereon which may be or may become  
14 an annoyance or nuisance to the neighborhood.”

15 Additional safety issues for members of the HOA were reported by Ardie  
16 Lauxman in December that “We have a floor in the club house that is not level and  
17 should have been repaired during the most recent renovations, but the management  
18 company did not follow up and monitor the work so it was not done and the project has  
19 now long since finished.” Robert Raley reported in December “i would like to know  
20 what can be done with the swimming pool i am handicap and can't get in and out of the  
21 pool because it puts to much strain on my knees to walk up the steps to get out of the pool  
22 the steps are to high up to climb.” The floor issue is referenced in the Request for  
23 Information dated June 2019 in Exhibit B.  
24  
25

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

### 7 I. FACTUAL BASIS FOR CLAIMS AND DEFENSES

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

10 New evidence was found in October 2018 in zoning documents that supported the  
11 one subdivision as claimed by the Plaintiff on April 2, 2018. The zoning history revealed  
12 that the master planned community was created by Bella Enterprises in 1988 consisting  
13 of 305 acres, 700 lots, a golf course, clubhouse and a private sewer treatment plant on 5  
14 acres adjacent to the Subdivision named "Desert Lakes Golf Course and Estates Tract  
15 4076". At this time, the Plaintiff awaits Declaratory Judgment by the Hon. Eric Gordon  
16 for Reconsideration of Dismissal of Count One of her Complaint in whole or in part.  
17

18 Putting to rest any claim of defense due to County zoning setbacks that conflict  
19 with CC&Rs, Defendants are reminded of paragraph 21, of Tract 4076-B CC&Rs that the  
20 more restrictive shall govern (underscore for emphasis):  
21

22 Paragraph 21, sentence 1: "In the event that any of the provisions of this  
23 Declaration conflict with any other of the sections herein, or with any  
24 applicable zoning ordinance, the more restrictive shall govern..."

25 County setbacks are irrelevant when they are less restrictive than the CC&Rs.

1 New information revealed by Nextdoor Fairway Estates social media cites Gina  
2 Grice as living at 1839 Lipan Blvd. It now appears the home was owned by the  
3 Defendants and sold to Mr. and Mrs. Grice in October 2018. According to Zillow's  
4 Price/Tax History the home was listed for sale on July 3, 2018 for \$234,769 and was sold  
5 for same on October 30, 2018. The permit application for this home is suspect.  
6

7 New victims of setback violations to date in Tract 4076-B are Judith Rovno and  
8 Mr. Sanaye. Names were revealed to the Plaintiff by the Defendants in their own  
9 Disclosures. Development Services provided the Plaintiff with the plot plans for these  
10 two homes that confirmed setback violations.  
11

12 The file entitled EDDM\_Earl previously disclosed as an email conversation that  
13 began with hostility toward the Plaintiff and ended with an apology now has additional  
14 new information. Earls' wife sent the invitation letter to the Plaintiff to join Fairway  
15 Estates Nextdoor. (**Exhibit D**).

16 Due to Defendants repeated claim that they are filing a motion to dismiss due to a  
17 lack of enforcement and complete abandonment of the CC&Rs which places the Plaintiff  
18 in a position of insecurity and uncertainty for her prosecution rights, she has filed for a  
19 Declaratory Judgment refuting the abandonment claim. Plaintiff provided multiple legal  
20 precedents in support of a Declaratory Judgment that the CC&Rs have not been  
21 abandoned. The Defendants are reminded of paragraph 20 of Tract 4076-B CC&Rs as  
22 follows with pertinent parts underscored for emphasis:  
23

24 Paragraph 20, sentence 3, "No failure of the Trustee or any other  
25 person or party to enforce any of the restriction, covenants or

1 conditions contained herein shall, in any event, be construed or held  
2 to be a waiver thereof or consent to any further or succeeding breach  
3 of violation thereof.”

4 The waiver clause and other legal rationale cited by the Supreme Court and Appeals  
5 Court were included in the Motion for Declaratory Judgment. Court decisions in multiple  
6 cases supports the Plaintiff (refer to the pending Declaratory Judgment documents.)

7 Regarding areas of expert testimony filed by the Plaintiff on or about May 28,  
8 2019: David Fyke is a professional that was consulted in 2017 regarding the validity of  
9 the CC&Rs. Mr. Fyke was referred by Jennifer Bayless at Lawyers Title for his expertise  
10 in development matters. Mr. Fyke is Vice President, Development Services, Chicago  
11 Title Agency, Inc. in Peoria, Arizona. “CC&Rs are still valid”, he wrote. (**Exhibit E-**  
12 **Email Correspondence with Mr. Fyke.**)

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

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

17 Irrelevant to the Defendant’s claim that no separate CC&Rs were ever established  
18 for Tract 4163 is the RELEVANT fact that it was not needed since the CC&Rs for Tract  
19 4076-B run with the land and Parcel VV, of which Tract 4163 was subdivided into 32  
20 lots, was a part of Tract 4076-B. This fact has already been adjudicated by the Hon.  
21 Derek Carlisle on or about April 2, 2018.

22 Multiple documents are in the possession of the defense attorney including the  
23 Defendant’s own Exhibit D1, citing the Plaintiff’s lots as 8 and 9. Her Title Insurance  
24  
25

1 and T&M's ADRE Report both list the Book and page number for the Plaintiff's CC&Rs  
2 as those of Tract 4067-B. Director Hont of Development Services provided the Plaintiff  
3 with a copy of her CC&Rs by email attachment on or about October 6, 2015.

4 Refer to the Plaintiff's Initial Disclosure and 1<sup>st</sup> Supplemental Disclosure for  
5 pertinent legal theory of claims and defenses cited prior to this 2<sup>nd</sup> Supplemental  
6 Disclosure.  
7

8 Currently Parties await Court rulings on Motions for Declaratory Judgments and  
9 Reconsideration of Plaintiff's prosecution rights for Count One. These documents and  
10 exhibits provide legal theory already disclosed to the Defendants that disputes any  
11 attempt to pretend that one subdivision, such as Desert Lakes Golf Course and Estates  
12 Tract 4076, does not have an intent for CC&Rs to cover the entire Subdivision and  
13 planned community aka master planned community by the Courts.  
14

### 15 **III. WITNESSES**

16 Any and all witnesses disclosed or called by Defendants.

17 Pursuant to Plaintiff's lay witness list dated on or about May 29, 2019: 1) any  
18 adjacent lot property owner(s) affected by CC&R violations: Nancy Anderson and  
19 Michael Anderson own a vacant lot adjacent to the Roberts' home. They are expected to  
20 testify that they are aware of the setback violations on the Roberts' home and shall abide  
21 in the Arizona Real Estate Law by disclosing to any buyer of their lot, improved or  
22 otherwise, on the Sellers Property Disclosure Statement (SPDS) that views from the lot  
23 they are purchasing were impacted by the violations of the CC&Rs on the adjacent lot  
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1 purchased by the Roberts on or about the year 2018. The Andersons, both attorneys at  
2 law, are expected to testify that they are aware of the statute of limitations on contract  
3 law that is six years from the time a Plaintiff found out about a violation. The Andersons  
4 are expected to testify that they have an option to sue in accordance with the CC&Rs.  
5 They are expected to testify that in the absence of any prosecution on their part, they will  
6 disclose on the SPDS that they chose to diminish their own property value and/or  
7 enjoyment of views, front and rear, by choosing to not enforce the CC&Rs against the  
8 violators. The Andersons are expected to testify as to their reasons for not enforcing the  
9 CC&Rs. The Andersons are expected to testify that they will disclose to the buyer of their  
10 lot on the SPDS that the SPDS serves to establish the first day of the six years that the  
11 buyer has rights to file a Complaint for enforcement of the CC&Rs. The Andersons are  
12 expected to testify that they will disclose to the buyers that the Roberts were complicit in  
13 obtaining a Board of Adjustment (BOA) variance for reduced setbacks and with  
14 knowledge of the CC&Rs. The Andersons are expected to testify that they will disclose  
15 the book and page number of the CC&Rs for the buyer to assure it is not overlooked in  
16 the Title Insurance policy. 4) Defendants have not disclosed the names of property  
17 owners that Mr. Azarmi claims had no problem with the reduced setback as cited in his  
18 testimony for a BOA variance. Plaintiff expects Mr. Azarmi to testify as to the names of  
19 these neighbors that he claimed had no problem with reducing the setbacks on the  
20 Robert's home. These neighbors are expected to be witnesses for the Plaintiff. 5) Mr. and  
21 Mrs. Grice, at a minimum, are expected to testify of their awareness, or lack thereof, that  
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1 the home being built on their lot on Lipan Blvd. was in violation of CC&R setbacks.  
2 They are to testify as to whether upon purchase of said lot their Title Insurance policy  
3 cites the book and page number for the CC&Rs. They are to testify as to whether they  
4 were initially owner builders for the permit submitted to Development Services. They are  
5 expected to testify to the apparent later purchase of their home and from whom it was  
6 purchased. 6) Mr. and Mr. Roberts, at a minimum, are expected to testify as to their  
7 knowledge that the permit for the home being built by Fairway Constructors on land  
8 owned by the Ludwigs was denied by Development Services and why it was denied. Mr.  
9 Roberts is expected to testify to the events that led him to become complicit with the  
10 Defendants in obtaining variances from the Board of Adjustment. Mr. Roberts is  
11 expected to testify that the lot was large enough to accommodate a design that did not  
12 violate setbacks as was cited by Scott Holtry. The Roberts are expected to testify as to the  
13 truth of every claim made by Mr. Azarmi before the Board of Adjustment on the Roberts'  
14 behalf. The Roberts' are expected to testify as to whether they still own a boat or if they  
15 ever owned a boat and if this boat's need for an extra two feet of garage length that  
16 violated the CC&Rs was the deal breaker for their subsequent purchase of the home  
17 owned by Fairway Constructors. The Roberts are expected to testify as to whether they  
18 ever felt coerced into buying the home from Fairway Constructors and under what  
19 circumstances. The Roberts are expected to testify that they understand that Mr. Roberts'  
20 complicit behavior will not exonerate them nor allow any defense of no fault in the  
21 matter. 7) Mr. Sanaye is expected to testify that he left no forwarding address from his  
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1 home in Scottsdale, AZ to his new home in Fort Mohave, AZ. Mr. Sanaye is expected to  
2 testify that he is aware, or should have been aware, of the CC&Rs for his lot in Desert  
3 Lakes Tract 4076-B. Mr. Sanaye is expected to testify as to any knowledge of the  
4 litigation in progress with Fairway Constructors over CC&R violations of which his  
5 home has been disclosed by the Defendants and supported by Development Services plot  
6 plan as in violation of setbacks. 8) Judith Rovno is expected to testify that she was  
7 contacted by the Plaintiff regarding her protruding patio roofline in violation of the 20  
8 foot rear yard setback. Ms. Rovno is expected to testify that she looked at the plot plan  
9 and chose not to remedy the violation. 9) Mr. and Mrs. Edwards are expected to testify as  
10 to the events and disclosures surrounding their purchase of the home adjacent to the  
11 Plaintiff. Mrs. Edwards is expected to testify as to why she tried to stop the Plaintiff's  
12 contractor from cutting away the Edwards' rear yard solid block in accordance with the  
13 binding mediated settlement for restoration of steel rails to be in compliance with the  
14 CC&Rs. This restoration is cited by the Plaintiff as an example of prior enforcement in  
15 Tract 4076-B. Mr. Edwards is expected to testify as to any surveillance or photos taken  
16 of the Plaintiff's property at the request of the Defendants, the Defendant's attorney, or  
17 his own former attorneys at the office of Elias and Gregory. Mr. Edwards is expected to  
18 testify that he is aware that gate access to the golf course is a violation of the CC&Rs.  
19  
20  
21  
22 Mr. Edwards is expected to testify to any remembrance he has of his using his gate access  
23 to the golf course on or about September 15, 2018 whereby he stood beside the  
24 Anderson's rear yard fence and watched the Plaintiff watering her plants before leaving  
25

1 by way of Lipan Court and then again returning from his own gate access carrying a box-  
2 shaped object under his jacket. If he remembers that incident, Mr. Edwards is expected to  
3 testify as to the purpose of the trespass and possible surveillance of the Plaintiff. Mr.  
4 Edwards is expected to testify as to whether he took any photos of the Plaintiff or the  
5 Plaintiff's home and if he provided any photos to the Defendants or their attorney Oehler.  
6

7 10) Gina Harris is expected to testify as to her owning a home in Desert Lakes and is of  
8 the opinion that CC&Rs need to be enforced. She is expected to testify that it takes  
9 courage to attempt enforcement. She is expected to testify that in her opinion many  
10 people have jobs or businesses that could be harmed if they file law suits to enforce  
11 CC&Rs. She is expected to testify that she spoke to Mr. Rinaldi who served on the  
12 Committee of Architecture for Desert Lakes and to testify as to what Mr. Rinaldi's  
13 opinion was in regards Mehdi Azarmi's setback violations. She is expected to testify that  
14 Mr. Rinaldi told her there was a boilerplate for the CC&Rs that was used for all CC&Rs  
15 recorded for various phases of development including his own small development  
16 project. She is expected to testify that as this case progressed Mr. Rinaldi stopped  
17 communicating with her and she was unable to get any further messages to him from the  
18 Plaintiff. 11) Angelo Rinaldi is expected to testify that he has possession of the  
19 Committee of Architecture minutes and if so he is expected to testify as to whether he  
20 will make the minutes available to the Defendants and Plaintiff. He is expected to testify  
21 as to the whereabouts of Ms. Donna Neiman and her position with him for transmission  
22 of email correspondences between him and the Plaintiff. Mr. Rinaldi is expected to testify  
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1 as to why he refused delivery of a large envelope sent to his P.O. Box from the Plaintiff  
2 as Certified Restricted Delivery. Mr. Rinaldi is expected to testify to his knowledge of the  
3 CC&R boilerplate for Tract 4076 that he used for the CC&Rs for his phase of  
4 development known as Desert Lakes Tract 4159. Mr. Rinaldi is expected to testify as to  
5 any enforcement or imposition of the CC&Rs known to him either by courtesy letter or  
6 law suit. Mr. Rinaldi is expected to testify as to any knowledge he has of any law suit  
7 filed against any subdivision developer or developer of phases of development within  
8 Desert Lakes Golf Course and Estates or any threat of a law suit for selling property  
9 under fraudulent conditions. Mr. Rinaldi is expected to testify to any correspondence he  
10 has had by phone or email or in person with any of the Defendants and/or their attorney  
11 Oehler. Mr. Rinaldi is expected to testify as to any correspondence known to him and  
12 between the Defendants and/or their attorney Oehler to other members of the Committee  
13 of Architecture. Mr. Rinaldi is expected to testify to any variances issued by the  
14 Committee of Architecture including but not limited to the color of the wrought iron  
15 fences. Mr. Rinaldi is expected to testify to any knowledge he has of the rezoning of  
16 Parcel VV to residential lots with a ten foot setback as applied for by his colleague Mr.  
17 Sterling Varner. Mr. Rinaldi is expected to testify as to any correspondence or  
18 conversations between himself and any member of the Real Estate or development  
19 community doing business in Desert Lakes Golf Course and Estates regarding the  
20 CC&Rs such as agents, brokers, home developers, subcontractors, etc. Mr. Rinaldi is  
21 expected to testify as to the whereabouts of any and all purchase documents between  
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1 Bella Enterprises, Inc. and Desert Lakes Development L.P. Mr. Rinaldi is expected to  
2 testify as to the whereabouts of any and all documents for the purchase of lots or parcels  
3 between Desert Lakes Development L.P. and any of the Defendants including Glen  
4 Ludwig or any member of the Ludwig family or Fairway Constructors, Inc. Mr. Rinaldi  
5 is expected to testify to the contact information for other Architecture Committee  
6 Members and/or officers/directors/secretary/owners including Mr. Frank Passantino, Mr.  
7 Sterling Varner, Mr. Dewey Davide, and Mrs. Phyllis Varner. 12) Real Estate  
8 professional Velma Hall is expected to testify to the conditions of the sale of the lot on  
9 Lipan Blvd. to Mr. and Mrs. Grice and what information she conveyed to the Grice's if  
10 any upon learning of the CC&R violation and pending litigation with Fairway  
11 Constructors. She is expected to testify as to any information she has for the sale of the  
12 home to Mr. and Mrs. Grice on or about October 2018. 13) Planning Commissioners at  
13 the September 2016 presentation by Mr. Azarmi are expected to testify as to any concern  
14 they had regarding views impeded by Mr. Azami's proposed setback reduction. They are  
15 expected to testify as to any knowledge they had regarding the more restrictive CC&R  
16 setbacks and had they known, would they still have recommended that the Board of  
17 Supervisors approve such a violation. The Commissioners are expected to testify if they  
18 feel duped by their fellow commissioner Azarmi. 14) Board of Adjustment members are  
19 expected to testify to any knowledge they had of any disingenuous statements made by  
20 Mr. Azarmi that led to the approval of the variance for reduced setbacks for the home  
21 later purchased by Mr. and Mrs. Roberts. The list of these statements have been cited by  
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1 the Plaintiff on page 6, paragraph 24 of her Complaint. Board of Adjustment members  
2 are expected to testify if they feel duped by Mr. Azarmi for their approval of the variance.  
3 15) Donna Neiman is expected to testify to any conversation she had with Mr. Rinaldi  
4 and any information she is privy to within the Real Estate Community regarding this  
5 case.  
6

7 As stated, Plaintiff reserved the right to add additional witnesses due to  
8 contemporary events. These witnesses to date include but are not limited to Fairway  
9 Estates members Carol and Steve Champion, Ardie Lauxman, Robert and Darlene Raley,  
10 Mel Eckardt, Janell Sims regarding their HOA membership and ownership of the  
11 clubhouse.  
12

13 Plaintiff also reserves the right to cross-examine Defendant's witnesses who have  
14 apparently provided false information to the Defendant's and/or their attorney. No false  
15 claims or hearsay testimony will go unchallenged by the Plaintiff. All irrelevant claims  
16 will be challenged by the Plaintiff such as pointing fingers at other violators of  
17 advertising signage that may or may not have occurred in the past (the CC&R waiver  
18 clause is RELEVANT). The Defendant's advertising signage is a CC&R violation.  
19 Irrelevant is any testimony regarding incompetency of the members of the Committee of  
20 Architecture for not doing their assigned job in accordance with Article I. What is  
21 RELEVANT are the Defendants' testimony that they never utilized the services of the  
22 Committee of Architecture for any variances and that they are expected to testify that it  
23 would have been futile since the Committee was guided by the CC&Rs for the mutual  
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25

1 benefit of all property owners and not the self-serving interests of any one developer  
2 (Article I, paragraph 5). Relevant is that no homeowner association was ever formed.

3 This is relevant in that it refutes statutes that cite homeowner associations.

#### 4 **IV. PERSONS WITH KNOWLEDGE**

5 Plaintiff is unaware at this time of new persons with knowledge since the filing of  
6 the Plaintiff's Initial Disclosure and 1<sup>st</sup> Supplemental Disclosure.

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

8 Since the filing of the Initial Disclosure and 1<sup>st</sup> Supplemental Disclosure, Gina  
9 Harris has disclosed that Angelo Rinaldi is no longer responding to any of her efforts to  
10 contact him.  
11

#### 12 **VI. EXPERT WITNESSES**

13 Since the filing of the Initial Disclosure and 1<sup>st</sup> Supplemental Disclosure, areas of  
14 expert witnesses have been disclosed. Names of experts have been disclosed above with  
15 the Plaintiff reserving rights to add additional expert witnesses to the list.  
16

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

18 Plaintiff is entitled to compensation for her expenses in this matter that totaled  
19 \$1,861.82 through the date of the 1<sup>st</sup> Supplemental Disclosure. Ongoing expenses for  
20 copy paper and toner plus the cost of two machines to date that were needed to scan and  
21 save documents as PDF files will be disclosed at a later date.  
22

23 Additional Plaintiff costs to date includes the cost of the Transcript of the April 2,  
24 2018 Oral Arguments \$86.25, a Court Subpoena Fee of \$30, certified mailings to Mr.  
25



1 Rinaldi \$12.90 and to Mr. Sanaye \$6.85. Lost wages on April 11, 2019 of \$100. These  
2 items amount to \$236.00.

3 All paragraphs submitted in the Plaintiff's Initial Disclosure and 1<sup>st</sup> Supplemental  
4 Disclosure remain valid and unchanged. The amount found due by a jury herein or found  
5 due by judgment of the Court.  
6

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

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

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

17 Plaintiff reserves the right to supplement this Section of her Rule 26.1 Disclosure  
18 as additional information becomes known and available to Plaintiff.  
19

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

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

## 24 **IX. VOLUMINOUS ELECTRONIC DOCUMENTS**

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

5  
6 In the event Plaintiff determines additional electronic or other documents are  
7 necessary, Plaintiff will supplement its Disclosure Statements accordingly.

8 RESPECTFULLY SUBMITTED this 6th day of June, 2019.

9  
10   
11 NANCY KNIGHT,  
Plaintiff Pro Per

12 List of Exhibits A-E:

- 13 A) Tract 4076 one Subdivision and correspondence from Christine Ballard et.al.  
14 B) Public Request for Information dated June 4, 2019  
15 C) Public Request for Information dated June 4, 2019  
16 D) Invitation to join Nextdoor Fairway Estates  
17 E) Email correspondence with Mr. Fyke of Chicago Title.

18 COPY of the foregoing emailed on this 6th day of June, 2019 to:

19 djolaw@frontiernet.net  
Attorney for Defendants

20 Daniel J. Oehler, Esq.  
21 Law Offices of Daniel J. Oehler  
22 2001 Highway 95, Suite 15  
23 Bullhead City, Arizona 86442  
24  
25