

5 FILED
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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF YAVAPAI

J. B. Cundidff; B.C. Cundiff, H&W; E.) Case No.: P1300CV20030399
)
Nash, MW-SP; K. Page and K. Page, H&W) ANSWER OF UNNAMED AND UNDETERMINED
)
as TRUSTEES of Page Trust,) PARTY: WILLIAM H. JENSEN and
)
Plaintiffs,) REQUEST FOR SUMMARY JUDGEMENT
)
vs.) AGAINST PLAINTIFFS
)
Cox and Cox, H&W, etc., Defendants.

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Unnamed and undetermined—as a plaintiff or defendant—party William H.
"Bill" Jensen ("Jensen," herein) comes now and hereby acknowledges awareness
of process and answers the Summons in the above entitled matter as the
subsequent owner of APN 103-01-083D in Coyote Springs in the event that he
may be sucked into this foolishness, waste of money and judicial attention.
Said Jensen's land being a ten-acre parcel formerly owned by Karen Thompson,
deceased. Jensen responds as follows:

1. Jensen admits that the above named APN parcel lies within the Coyote Springs Ranch, the subject of this lawsuit and that he owns said lot.
2. Jensen hereby denies each and every allegation in any and all Complaints now or prospectively lodged or amended.

- 1 3. Jensen denies that there is/are/were any valid or unwaived, etc.,
2 restrictive covenants by and between him and any previous grantor.
- 3 4. Jensen denies that, at all relevant times, there has/have been any
4 violation(s) of any alleged terms or prohibitions in any alleged
5 restrictive covenants on his property, to wit: APN 103-01-083D.
- 6 5. Jensen asserts that Plaintiffs have failed to name, identify, or accuse
7 APN 103-01-083D or him of any restrictive covenant violations and
8 therefore he and APN 103-01-083D is not a proper party to this matter;
- 9 6. Jensen asserts any and all defenses stated in any and all pleadings now
10 or in the future lodged by any other defendants in this matter.
- 11 7. Jensen asserts that, if there are any viable and enforceable restrictive
12 covenant provisions in effect at any times past or future they are too
13 vague and ambiguous to be enforceable with the following possible
14 exceptions:
- 15 a. the prohibition on any lot split of less than 9 acres [Item 3];
- 16 b. the prohibition against building over easements [Item 4.] It is noted
17 that there are laws and remedies in effect that cover this item making it
18 moot.
- 19 c. the prohibition against swine, foul odors, etc. [Item 10.] It is noted
20 that there are other laws and remedies in effect that cover this item
21 making it moot.
- 22 8. Jensen affirmatively asserts that, in Item 18 of the alleged
23 restrictive covenants, the Declarants contemplated, acknowledged, and
24 admitted the unenforceability of some of the restrictions by providing
25 for severability of them.

1 9. Jensen asserts that it is impossible for the Plaintiffs to have relied
2 on the restrictions considering that all types of violations, by most
3 property owners, were, and are, at all times plainly visible to any
4 prospective purchaser of Coyote Springs ranch property. The Plaintiffs
5 should not be rewarded for their lack of due diligence or this nefarious
6 attempt to change the character of Coyote Springs Ranch, which character
7 and use has obtained over many years by many property owners.

8 **WHEREFORE**, Jensen, whatever standing he may be determined to have in this
9 matter, prays for judgement against Plaintiffs/Defendants, and all other
10 parties as follows:

11 A. Declaring that any alleged restrictive covenants regarding Coyote Springs
12 Ranch are unenforceable;

13 B. Alternatively Declaring that the recorded Declaration of Restrictions is
14 valid and enforceable ONLY as to Items 3 (lot size), 4 (building over
15 easements), and 10 (swine & nuisances);

16 C. Declaring the rights and other legal relations by and between Coyote
17 Springs Ranch property owners under such alleged restrictions, if any;

18 D. Declaring that Jensen and all previous owners of APN 103-01-083D have not
19 breached, or threatened to breach, any enforceable term of any alleged
20 restrictive covenants;

21 E. Declaring that this is a frivolous lawsuit as to both Jensen and others;

22 F. Declaring that the Plaintiffs do not have "clean hands" as required by
23 Common Law to maintain this lawsuit in equity; and/or have so breached the
24 restrictions themselves as to have no standing to sue at law;

25 G. Declaring that plaintiffs shall not be rewarded for their lack of due
diligence in purchasing these properties by enforcing violations of

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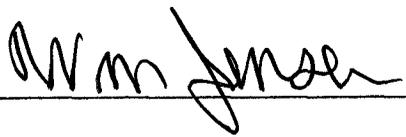
alleged restrictions that were plainly apparent to them at all times prior to their purchases;

H. Jensen hereby requests summary judgement with prejudice against Plaintiffs as to APN 103-01-083D because, as to Jensen and APN 103-01-083D, the Plaintiffs have failed to state a cause of action, that is, make any specific allegations against said parcel or person to which it would be possible to respond or defend against;

I. Awarding Jensen, and others, their reasonable attorney's fees and costs in defending this lawsuit as provided by law, including any enforceable provisions of any alleged restrictive covenant(s) AGAINST PLAINTIFFS.

J. For such other and further relief as the Court deems just and equitable under the circumstances.

DATED this 1st day of August, 2010.



William H. "Bill" Jensen

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