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Christina Sourlock SupCtClk

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 v.

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

17 Defendants.

Case No.: B8015 CV 2018 04003

**REPLY TO DEFENDANT'S  
RESPONSE TO PLAINTIFF'S  
MOTION FOR RECONSIDERATION  
OF THE COURT'S GAG ORDER**

**Honorable Judge Jantzen**

19  
20 COMES NOW Plaintiff Pro Per, Nancy Knight, Replying to Defendant's  
21 confusion in their Response to Plaintiff's opposition to the Court's Gag Order and their  
22 unwarranted belief that Plaintiff used the mailer to sway opinions regarding this case. The  
23 Court and Mr. Oehler do not have the benefit of complete information regarding the  
24 mailer and therefore the following additional information should alleviate concerns  
25 regarding swaying opinions among the indispensable parties by the Plaintiff. If concerns,  
26 remain then Plaintiff still believes the gag order should apply to both sides of the aisle.  
27  
28



B8015CV201804003

1 Contrary to the Defendants' perceptions of why the gag order came about, the  
2 subject mailer actually came about due to Defendant Azarmi's ("Azarmi") November  
3 2019 Affidavit. In paragraph 4 Azarmi cries that he did not have an Architectural  
4 Committee to go to. By law Azarmi was supposed to go the property owners for any  
5 variance. The Unincorporated Association ("UA") was formed to provide property  
6 owners with an Architectural Committee for variances and exceptions. The UA was  
7 recorded on January 25, 2021 at Fee number 2021004595.  
8

9  
10 Plaintiff did NOT request the necessary and indispensable parties to join the  
11 Plaintiff and become members of the Unincorporated Association. All property owners  
12 are automatically members of the UA pursuant to the Resolution. The UA was formed  
13 pursuant to Statute 33-1802(1). The initial Architectural Committee whose term of  
14 service expired over twenty years ago was clarified for members and is in compliance  
15 with Statute 33-1817 B and Article I of the CC&Rs.  
16

17  
18 The second purpose of the UA was for balloting property owners for amendments  
19 to the CC&Rs. The mailed Ballot for amendments to the Declaration conforms to Statute  
20 33-1807 and Article I of the Tract 4076 Subdivision Declarations of CC&Rs.  
21

22 The amendments are NOT needed for any abandonment claim since "complete  
23 abandonment" has not occurred in the Subdivision. Courts have a 3-step process for  
24 examining complete abandonment claims. First, they examine the number, nature and  
25 severity of the violations that existed at the time of the claim. The numbers, severity and  
26 nature would fail the first step because each servitude is counted independently pursuant  
27 to paragraph 19 of the CC&Rs "Invalidation of any ... shall in no way affect any  
28

1 ...others” and no violation is severe enough have harmed the nature of the golf course  
2 subdivision. The CC&Rs have been enforced in the past therefore the second step would  
3 fail scrutiny. Third, Courts determine whether it is still possible to realize to a substantial  
4 degree the benefits intended through the covenant regardless of the cost to the violating  
5 defendant. When remedy is possible, the benefits can continue to exist as intended. Not  
6 one violation of the CC&Rs cannot be remedied therefore the third step would fail.  
7  
8 Complete abandonment of the CC&Rs is futile.  
9

10 In *Burke v. Voicestream Wireless Corp.*, 87 P.3d 81 (Ariz. Ct. App. 2004) the  
11 remedy cost \$300,000 for the Defendant to take down their wireless tower. In Azarmi’s  
12 situation, affiant Green can replace his window installations with tempered glass; McKee  
13 can enclose patio covers to create livable Arizona Rooms. Wrought iron can be painted  
14 black. Gates can be welded shut. Antennas are legal. Mr. Patch’s lost wrought iron panels  
15 can be replaced. Projecting patio covers can be cut away. Plaintiff has options for her side  
16 yard setback shortfall from the cutting away remedy to a lot lie adjustment with purchase  
17 of a narrow strip of her neighbor’s land. There exists no violation in Desert Lakes that  
18 does not have remedy for compliance of the intended benefits.  
19  
20  
21

22 Enforcement occurred as early as 1991 when CEO Passantino of Desert Lakes  
23 Development L.P. found that Parcel VV was inappropriately labeled by the County as  
24 future multifamily. It had never been officially zoned multifamily (“MF”) but Passantino  
25 nonetheless went to the trouble to formally abandon that designation when he was  
26 approved for 23 lots to be Tract 4076-E on Parcel VV/KK. This abandoned MF zoning  
27 created compliance with the 1989 CC&R para. 16 for the restriction that “apartments,  
28

1 condominiums, town houses and patio homes are expressly forbidden”.

2 In 2002, Thomas Coury of “T&M” Mohave Properties/Ranching & Development  
3 the County rescind the HOA provision on Parcel VV/KK. The CC&Rs for Tract 4076-B  
4 that governs Tract 4163 never had an HOA.  
5

6 In 2016, the Plaintiff enforced the CC&Rs against Azarmi’s attempted violation  
7 with Board of Supervisors’ vote to deny his Res. 2016-125 proposal to change the front  
8 and rear setbacks to fifteen feet. In 2016, Plaintiff enforced fence violations against her  
9 adjacent neighbor with the cutting away of solid cement block and restoration of wrought  
10 iron rails. In 2018, Plaintiff is attempting to enforce off-premises business advertising  
11 sign violations against Azarmi. In 2021, Plaintiff is attempting to enforce setback and  
12 fence violations on her own property with remedy to be paid for by those responsible.  
13 Mr. Oehler was the defense attorney in the 2016 case and Azarmi was well aware that  
14 Plaintiff stopped his 2016 proposal. It is a lie that the CC&Rs have not been enforced in  
15 thirty years. Famous Quote: “When you have no basis for an argument, abuse the  
16 plaintiff.” —Cicero  
17  
18  
19  
20

21 Plaintiff had good cause for the additional letter inside the envelope packet for the  
22 purpose of obtaining accurate physical addresses of current owners of Assessor Parcel  
23 Numbers in said tract. This separate part of the mailer was due to Plaintiff’s search of  
24 current owners for compliance with Rule 19 and an email on May 3, 2022 to an owner of  
25 an APN as follows:  
26

27 Hello, The Mohave County Recorder’s office only has you  
28 and Doreen listed as the property owners of APN 226-13-021

1 but the Assessor is sending tax statements to someone else.  
2 If sold, do you know why the buyers did not record the sale?

3 His reply was, "Why is [it] you need to know this?" and Plaintiff replied:

4 Hello, Thank you for the reply. The law suit against a developer here  
5 wants to claim abandonment of the CC&Rs and the Court wants all  
6 interested parties who will be affected by the jury's decision to be joined  
7 in the law suit before it goes to trial. It is only the owners of the property  
8 that need to be mailed the documents and the only County entity with  
9 the change of ownership for legal title to the land is the Recorder's office.  
10 For some reason there are a lot of homes and lots too that have property tax  
11 statements mailed to them even though the County Recorder has no  
12 name nor mailing address on Record for the APN. Kind of complicated  
13 situation with about 250 APNs that may need to be joined. It will be less  
14 if the Court decides that only the ones who have an actual recorded deed  
15 are the interested parties. You have a Recorded deed and yet Larry  
16 Markuson is getting the property tax statement. The CC&Rs apply to  
17 all 250 lots. Are you still in the area? Nancy

18 Based on the above search and curiosity as to why Plaintiff was doing the search,  
19 it was important for efficient compliance to the Rule 19 Order to get a response for an  
20 accurate mailing address and to inform the property owner as to why it was needed.

21 These property owners are to be served with a Summons as stated in the letter. Plaintiff  
22 wrote, "Court has ordered you to be joined in a law suit" "Your Summons needs to be  
23 delivered to a physical address". All of the brief details in the one paragraph that  
24 followed are public record and are available to anyone.

25 No one was swayed toward the Plaintiff by the information that the case is about  
26 Injunctive Relief to stop the Defendants from building homes in violation of the CC&Rs  
27 and for their advertising signs or why the one defendant for Breach of Contract in Tract  
28 4076-A was dismissed. After the short paragraph, there is space for any forwarded letters  
to be filled in by a property owner for their current mailing address. Plaintiff cannot get

1 forwarding address from the post office.

2           Nothing in Plaintiff's letter would sway any person to favor the Plaintiff. In fact,  
3  
4 the opposite occurred. Signs were posted on mail boxes to not return the ballot. Profane  
5 letters were mailed to Plaintiff's home. Azarmi was defended as someone who "builds  
6 our schools". Plaintiff is known as the pariah of the neighborhood according to Kevin  
7 Ferrel on Lipan Court. It appears that Azarmi is the one who has been successful in  
8 swaying sympathy toward his position. Affidavits with fraudulent claims is additional  
9 proof of that. Several property owners, including Hogue, Miller, Rovno, Choate and  
10 Unipan who purchased her home from Grice, were informed of their violations as built  
11  
12 by Defendant Fairway years ago and chose to support Fairway by not prosecuting  
13 Fairway and Azarmi for causing them harm. They prefer to shoot the messenger.  
14

15           Even the issue of the Class Action mentioned in the letter was the result of  
16  
17 Azarmi's May 11, 2018 filing on page 6. The Plaintiff should not be punished for the  
18 purpose of determining if a large number of property owners may have been harmed.  
19

20           This Court should be able to see that his judgment of the Plaintiff was  
21  
22 misconstrued and she has been unduly punished with a one-sided gag order. Defendants  
23 are the ones who should be admonished. Proof of their misdeeds is clear from the  
24 solicited Fraudulent Affidavits filed in this matter. The legal basis for the Plaintiff's First  
25 Amendment right to free speech is that the Court cannot prevent people from stating their  
26 views on public issues as this will prevent property owners from having access to full  
27 disclosure of this case and not just the one-sided view of the Defendants that has already  
28 permeated the community. Even employees and attorneys for Mohave County have come

1 to believe they can circumvent Res. 93-122 as Azarmi attempted to do in 2016 and as he  
2 did as a Planning Commissioner and County Committee member with Ordinance 37.C.4.

3  
4 Ord. 37.C.4 is commonly known as the 50% rule. County employees have chosen  
5 to issue permits with claims that the 10 foot rear yard setback under the 50% rule governs  
6 all lots in Desert Lakes. Property owners are being duped. Res. 93-122 cannot be  
7 circumvented. These grounds of fraud are being prosecuted in the Yavapai County case.

8  
9 The June 3, 2022 mailer was sent to every address associated with an APN subject  
10 to the Tract 4076-B CC&Rs. In time it is intended that property owners will have one  
11 Declaration for the entire 300+acres of land. The Tract B CC&Rs are more restrictive for  
12 livable space and therefore it had to be the first to be amended to conform to the less  
13 restricted Tract 4076-A livable space - if 75% of the property owners agreed.

14  
15 *Sheets v. Dillon* is a case that is cited in over 30 other cases that in pertinent part  
16 for this matter states, "If plaintiff desires to have this covenant invalidated and stricken  
17 from the deed of the original grantee, he *must* bring in the interested parties and give  
18 them a day in court." *Sheets*, 221 N.C. at 432, 20 S.E.2d at 348 (emphasis added).

19  
20 Source: <https://casetext.com/case/karner-v-roy-white-flowers-inc-1>

21  
22 Plaintiff stands on the law of cases. It is clear that by law the definition of a  
23 Plaintiff is the party that has the burden of proof. This Court may have erred in his  
24 analysis of whatever case he believes supports the Defendant's desire to have the  
25 Declaration invalidated and yet not hold them responsible for bringing in the necessary  
26 parties.  
27  
28

1           The case of *Tull v. Doctors Bldg., Inc.*, 225 N.C. 23, 41, 120 S.E. 2d 817, 829-30  
2 (1961) explains why some parties could not be forgiven in this matter for their violations.  
3  
4 Forgiveness was appropriately denied by the Hon. Judge Jantzen in Plaintiff's MSJ dated  
5 June 1, 2020. Support of Judge Jantzen's ruling is found in *Tull* where the Court  
6 examined a situation where a covenant was removed from only a few lots in a  
7 subdivision and said, "If equity should permit these border lots to deviate from the  
8 residential restriction, the problem arises anew with respect to the lots next inside those  
9 relieved from conforming. Thus, in time, the restrictions throughout the tract will become  
10 nugatory through a gradual infiltration of the spreading change."  
11  
12

13           Spreading infiltration needs a property owner to enforce CC&Rs. Desert Lakes has  
14 no HOA and the UA does not enforce CC&Rs. The Plaintiff is preventing spreading  
15 infiltration that will only stop with law suits and visible remedy as a deterrent. Stalling  
16 this matter has created opportunity for ongoing violations by these Defendants. One such  
17 case is the home of Judy Rovno who had her main home built by Defendant Fairway in  
18 August 2018 with a rear yard setback violation. The Court did not allow an amendment  
19 for Rovno's setback violation and Plaintiff had to file a separate case in 2021 to attempt  
20 enforcement. While in litigation, Rovno constructed a second detached dwelling unit on  
21 her single family lot that has no garage and has less than 1,000 sq. ft. of livable space.  
22  
23 Remedy is necessary and achievable in more ways than one.  
24  
25

26           In the case of *Vernon v. R.J. Reynolds Realty Co.*, 226 N.C. 58, 61, 36 S.E. 2d  
27 710, 712 (1946) we see why it is important to enforce violations. The Court explained  
28 "that the right to enforce the restriction was a property right with value."



1 Plaintiff considers her CC&Rs as having economic value. Desert Lakes  
2 Development L.P. considered the CC&Rs as having value. The real estate community  
3 considers CC&Rs as having economic value and the real estate community is prideful  
4 that Desert Lakes enforces CC&Rs without an HOA and associated HOA dues. They  
5 advertise “No HOA”. Azarmi is jealous. Both of his subdivisions have HOAs and dues to  
6 pay. Intelligent people in the community recognize Desert Lakes is the community of  
7 choice and appreciate the UA with no dues to pay.  
8

9  
10 The Plaintiff’s June 2022 Ballot for Amendments to the CC&Rs was urgent due to  
11 the malicious letter that was mailed to everyone claiming Plaintiff wanted to start an  
12 HOA with high dues to pay. The urgency and high priority for this Ballot for  
13 Amendments to the CC&Rs was to insert in the Declaration that “The Owners expressly  
14 prohibit the Committee or the UA from forming a Home Owners Association (HOA).  
15 The Owners expressly prohibit the Committee or the UA from assessing annual dues  
16 from owners for any purpose whatsoever.”  
17

18  
19 The amendment prohibiting an HOA and associated dues does not affect this case.  
20 The other proposed amendments would not affect a jury outcome and many of the  
21 existing violations have easily achievable remedies as already stated.  
22

23 Any reasonable person, with the exception of attorney Oehler, recognizes the  
24 difference between a boundary fence for the purpose of the chain link restriction and a  
25 golf ball safety barrier that is best served with chain link that does not deteriorate as  
26 nylon mesh does. Safety is likely to be favorably ruled on by a jury without a remedy to  
27 replace chain link with nylon netting.  
28

1 Adding specific words to the sign restriction for clarity and safety purposes would  
2 not be detrimental to the defendants. Fairways' rusted and deteriorated signs that posed a  
3 risk of harm to persons and property led to the need to be clear on what is meant by "not  
4 allowed to remain on any lots".  
5

6 Gate access to the golf course is not the purview of the property owners.  
7 Preventing trespass on property that they do not own would not affect a ruling of  
8 abandonment.  
9

10 A law for satellite dish antennas was passed by the FCC and whenever a law  
11 conflicts with a restriction it was to be construed as if it had not been inserted. Mr. Oehler  
12 should never have allowed this to be one of his client's claims for abandonment.  
13

14 Wrought iron fencing all the way to the front yard street setback is considered a  
15 safety and privacy issue. Common law has always protected the landowner in the right to  
16 fence his property. A jury would most likely agree that these fences conform to the  
17 CC&Rs for "structures normally incidental to single family residences" since safety is  
18 paramount in today's environment.  
19  
20

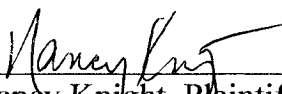
21 The UA President's authority to prepare, execute and record the written instrument  
22 setting forth the approved amendments was pursuant to Statute 33- 1817 A in accordance  
23 with the Resolution that formed the UA. All of the balloted actions are NOT the subject  
24 matter of underlying litigation in CV 2018 04003. Seventeen restrictions are a part of  
25 the Declaration and none can be proven to have been completely abandoned nor caused a  
26 detrimental change in the area that cannot be remedied for which they were intended.  
27  
28

1 **CONCLUSION**

2 Public policy is threatened by Defendants who can claim abandonment and cause  
3 a Plaintiff to suffer the high cost of process service to Indispensable Parties and then  
4 expect this Court to keep her from contacting anyone, directly or indirectly, regarding  
5 this case.  
6

7  
8 The gag order should be equally applied to the Plaintiff, Defendants and Attorney  
9 Oehler. The Defendants and Mr. Oehler have done more to affect the outcome of this  
10 case in their favor than any single paragraph of public record could have done to favor  
11 the Plaintiff.  
12

13 RESPECTFULLY SUBMITTED this 14<sup>th</sup> day of November, 2022

14   
15 \_\_\_\_\_  
16 Nancy Knight, Plaintiff Pro Per

17 Copy sent electronically on this day to:

18 djolaw@frontiernet.net

19 Daniel Oehler, Attorney for LFA (Glen Ludwig, Fairway Constructor, Mehdi Azarmi)  
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21  
22  
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