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Cristina Burnett Esq. Clerk  
MM

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 GLEN LUDWIG, et. al.,

12 Defendants.

13 ) Case No.: **CV 2018 04003**

14 ) **RESPONSE IN OBJECTION**  
15 ) **TO DEFENDANTS'**  
16 ) **REQUEST TO SET**  
17 ) **STATUS CONFERENCE**

18 ) **Hon. Judge Jantzen**

19 Plaintiff Pro Per Nancy Knight (hereinafter "Plaintiff") for good cause shown in  
20 multiple filings, Responds with Objections for any more delay in this matter under the  
21 cover of a Status Conference. The Status of the Case is clear and in the hands of the  
22 Court.

23 The Court has significant evidence of fraud perpetrated by attorney Oehler who  
24 now seeks additional opportunity for trickery and fraud under the guise of an unnecessary  
25 Status Conference, in the Plaintiff's opinion.

26 The Court has the preponderance of evidence to rule for granting Injunctive Relief  
27 favoring the Plaintiff. But for the fraud upon the Plaintiff that the Defendants' "build to  
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1 suit” signs were protected as “for sale” signs by Statute 33-441, Injunctive Relief would  
2 have been granted years ago. As Judge Carlisle stated, he could have ruled on the signs if  
3 he had a photo. This Court not only has photos but has the determination of the Arizona  
4 Department of Real Estate that these signs are the developer’s signs and are not for sale  
5 or for lease signs. Complete abandonment of servitude 12 for signs did not exist when  
6 this case was filed and it does not exist today. No affiant has shown any real evidence  
7 that complete abandonment of servitude 12 with developer’s custom home advertising  
8 signs on residential lots existed in the past. Fairway Constructor’s signs are the only  
9 custom home builder signs that have ever been posted on residential lots in Desert Lakes  
10 Golf Course & Estates (“Desert Lakes”). Multiple victims have been deceived as a result  
11 of these signs that has caused damage to the Plaintiff in her efforts to protect the  
12 Declaration of Covenants, Conditions and Restrictions (“Declaration”) from setback  
13 damages. Remedy is simple - take down the signs.

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18 This court has served the Developer’s interests in profit at the Plaintiff’s expense  
19 by denying every attempt to amend the Complaint for Breach of Contract for setback  
20 damages. This Court has served the Developer’s interests in competing with Desert Lakes  
21 that is a choice subdivision with no HOA fees and has ruled that the Plaintiff must join  
22 Indispensable Parties (“IPs”) in a futile claim of complete abandonment of the  
23 Declaration. It is time to set aside Court bias and rule on Injunctive Relief in favor of the  
24 Plaintiff and with prejudice. The Defendants should never again be allowed to post  
25 advertising signs on residential lots nor be allowed to violate any of the other covenants,  
26 conditions or restrictions in the Declaration.  
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1 The Court has the preponderance of evidence to rule on dismissal of the  
2 Defendant's futile attempt to claim complete abandonment of the Declaration. Unclean  
3 Hands and Affidavit Fraud is clear.  
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5 The Court has the preponderance of evidence that Mr. Azarmi and attorney Oehler  
6 filed Affidavits that were knowingly and willfully deceptive. It is a lie that enforcement  
7 has not occurred in thirty years. Multiple parties have enforced the Declaration's  
8 covenants in the past thirty years. The Declaration was recorded in 1989 and enforcement  
9 began in 1991 with abandonment of a non-existent multifamily zoning error typed on a  
10 Parcel VV plat that is a part of phase II on the 1988 approved Preliminary Plat.  
11 Multifamily housing would have been a violation of servitude 16. As a Planning  
12 Commissioner, Azarmi is well aware of prior enforcement. Mr. Oehler and Mr. Azarmi  
13 are aware of two cases of Plaintiff enforcing the Declaration in 2016. One for Mr.  
14 Azarmi's attempted violation for a fifteen foot setback in the entire Desert Lakes  
15 subdivision Tract 4076 as an amendment to Res. 93-122. The Board of Supervisors first  
16 approved twenty foot setbacks for Desert Lakes in 1989 and in 1993 the Board approved  
17 the clarified twenty foot setbacks, front and rear, for all lots in the entire Subdivision  
18 Tract 4076 as Res. 93-122. Plaintiff's efforts on October 3, 2016 caused the Board of  
19 Supervisors to deny Azarmi's attempted violation of servitude 12. Plaintiff's CV 2016  
20 04026 civil case resulted in Remedy of servitude 8 for her own side yard fence where a  
21 portion of that servitude 8 violation was a county approved trespass that is currently in  
22 litigation in P1300 CV 2022 00177 as a loss of real property pursuant to Statute 12-1134;  
23 and, for "a portion" of her neighbor's rear yard fence that was the topic of controversy  
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1 that led to this Court declaring the Plaintiff a vexatious litigant. Remedy was to cut away  
2 the violating fence height on Plaintiff's side yard fence, restore the side yard fence return  
3 with wrought iron rails, the cutting away of cement blocks from "a portion" of the  
4 adjacent neighbor's rear yard fence with restoration of wrought iron rails. The balance of  
5 the restoration of the entire adjacent neighbor's rear yard fence for compliance with  
6 servitude 8 is in litigation in P1300 CV 2022 00177.  
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9 An HOA proposed for 32 lots in Desert Lakes was abandoned by the County in  
10 2002 as was necessary for compliance with the Declaration where no HOA had ever  
11 existed in Desert Lakes. The Defendant's plan to add these 32 lots, as created by  
12 Defendant Azarmi's Ludwig Engineering's plat, to the Azarmi/Fairway Constructor's  
13 Fairway Estates HOA for thousands of dollars in fees with no common area maintenance  
14 was discovered during litigation of P1300 CV 2022 00177.  
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17 Mr. Oehler has a history of clouding the Court's view with false narratives  
18 including the false claim that Unclean Hands is restricted to Defendants. Plaintiff has  
19 been subjected to having to research cases to prove to the Court that he is being led by a  
20 false narrative. The abandonment issue should be dismissed with prejudice for Unclean  
21 Hands.  
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23 With all due respect for your honor's high position, there exists a peremptory  
24 challenge under A.R.S. 12-409 that the Plaintiff bring allegations of bias to the forefront  
25 before a lower Court enters an appealable final judgment. The Court erred in ruling that  
26 the Plaintiff was a vexatious litigant who was harassing Mr. Oehler and Ms. Elias' clients  
27 for the extortion upon the Plaintiff to sign a written agreement that did not comply with  
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1 the binding mediated settlement pursuant to page 9 of the Mediation Transcript in CV  
2 2016 04026. Rule 60 applied to the Surprise and Fraud perpetrated on page 10 of the  
3 Transcript and led to Judge Carlisle granting legal fees to the law firm of Ms. Elias and  
4 Mr. Oehler for their joinder in a motion to compel Plaintiff to sign such a document when  
5 the Court admitted that the written agreement did not comply with the binding mediated  
6 settlement. More bias by the Mohave County Court system.  
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9 Ms. Elias firm's attempt to have the Plaintiff pay for the entire rear yard fence of  
10 her client was refused to be signed by the Plaintiff and her now deceased husband.  
11 Plaintiff not only suffered paying attorney fees to the Elias firm and for attorney Oehler's  
12 joinder in the motion to compel plaintiff to sign such an agreement but then this Court  
13 ruled that the Plaintiff pay additional fees to both attorney firms for their motion to  
14 declare Plaintiff a vexatious litigant.  
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17 The court erred in 2021 with a ruling that the Plaintiff must join IPs pursuant to  
18 rule 54 (b). The Appeal Court ruled that rule 54(b) was unappealable; therefore, it is  
19 concluded that this court fooled the Plaintiff's attorney and continued Court bias in favor  
20 of the Defendants. The Court claims he refutes *Sheets v. Dillon* and other cases where it  
21 is the party who seeks abrogation of a covenant that must join parties and yet this Court  
22 has failed to name a case in support of his position. There exists a real possibility that  
23 bias is affecting court rulings.  
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26 The status of the case of joining IPs is premature pending dismissal of the  
27 abandonment claim for unclean hands. The Defendants have not followed rules of  
28 procedure in stating a claim of "complete abandonment" of particular covenants and

1 particular covenants that have no remedy. Defendants bear the burden of proof for  
2 complete abandonment of each separate covenant claimed and must show complete  
3 abandonment that has caused such a change in the area that has defeated the purposes for  
4 which the particular covenant was imposed and which has no remedy. Plaintiff cited  
5 *Burke v. Voicestream Wireless Corp.*, 87 P.3d 81 (Ariz. Ct. App. 2004) that closely  
6 parallels this case as a case in point. None of the Affidavit claims support any claim of  
7 complete abandonment to date based on the law of cases and the tests for abandonment.  
8 Fence color and wrought iron panels are remedial; therefore, complete abandonment of  
9 the fence covenant is futile. Mr. Oehler was the defense attorney in CV 2016 04026 that  
10 began as a trespass matter with violations of the CC&Rs. Plaintiff won the right in  
11 mediation for fence remedies on her real property and her adjacent neighbor's real  
12 property. Enforcement and remedy has occurred in the past. Dish antennas are protected  
13 by the Federal Communications Commission as directed by Congress in Section 207 of  
14 the Telecommunications Act of 1996 and adopted as Over-the-Air Reception Devices  
15 ("OTARD"); therefore, this is not a legal claim and Mr. Oehler should never have used a  
16 bar graph of antennas during Oral Arguments on his motion for dismissal before this  
17 Court.

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23 The status of Plaintiff's costs and attorney fees is pending the Court decision in  
24 ruling on a Final Judgment for Injunctive Relief.

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26 Defendants do not want to follow rules of law and have refused to cease and desist  
27 violating the Declaration. Their years of being the only custom home builder advertising  
28 in Desert Lakes has caused unfair competition and they deliberately built homes with

1 setback violations. Buyers of those homes are now subject to prosecution and remedy in  
2 P1300 CV 2022 00177.

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4 The Declaration is comprised of seventeen covenants. Pursuant to paragraph 19 of  
5 the Declaration, “Invalidation of any of the restrictions, covenants or conditions above by  
6 judgment or court order shall in no way affect any of the other provisions hereof, which  
7 shall remain in full force and effect.”

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9 As a matter of law, none of the restrictions, covenants or conditions has been  
10 invalidated by judgment or court order and therefore the Declaration that exists today  
11 SHALL be held in full force and effect. Until such time that the Defendants make claims  
12 of particularity on their abandonment claim, the CC&Rs are valid and enforceable.  
13 Plaintiff is not obligated to defend vague allegations nor allegations that have no basis of  
14 fact in a court of law and to join other parties in the ruse without full disclosure.

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17 Attorney Oehler has continually violated Rule 42 (4), that states, “I will advise my  
18 client against pursuing litigation (or any other course of action) that is without merit and I  
19 will not engage in tactics that are intended to delay the resolution of a matter or to harass  
20 or drain the financial resources of the opposing party.” The motive for harassment against  
21 the Plaintiff is due to the Plaintiff’s effort that resulted in denial of Defendant Azarmi’s  
22 attempt to circumvent Res. 93-122 on October 3, 2016. It is Mr. Oehler who is forcing  
23 the Plaintiff to expend thousands of dollars in costs to join IPs. It was Mr. Oehler who  
24 had to file a Scrivener’s Error on behalf of Ms. Weisz for his using another party’s  
25 license number on her affidavit. It was Mr. Oehler who first raised the issue of Parcel VV  
26 being abandoned from the golf course and continued the charade on line 7, page 3 in his  
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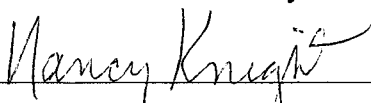
1 December 6, 2019 Motion for Summary Judgment. It is apparent that Mr. Oehler has put  
2 such words in the mouths of affiants who signed Affidavits prior to December 6, 2019  
3 and those Affidavits were filed on December 6, 2019 with this Court.  
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5 Plaintiff's lot on Parcel VV was never abandoned from the golf course. A sliver of  
6 parcel KK was abandoned for Tract 4076-E to be approved as a 23 lot compliant  
7 subdivision in 1991. Mohave County imposed an impossible condition for widening of  
8 Lipan Blvd that was owned by the Mojave Tribe as reservation land. That condition was  
9 lifted for Azarmi's Ludwig Engineering subsequent 32 small lot plat approval in 1998.  
10 Multiple parties now suffer from the Azarmi/Ludwig Engineering's 32 lot Tract 4163 plat  
11 on this land as is now being tried in Yavapai County as P1300 2022 00177 including  
12 Plaintiff's less than twenty foot rear yard setback noticed timely from the accrual date of  
13 January 21, 2021 against Mohave County pursuant to Statute 12-821.  
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17 **CONCLUSION**

18 It is time for this Court to set aside bias favoring attorney Oehler and his clients  
19 and follow law on Injunctive Relief and the Unclean Hands Doctrine. The Court does not  
20 need to expend his time nor the Plaintiff's time on another Status Conference. Plaintiff  
21 reserves her right to file an Affidavit for fees and costs when this case is resolved. It is  
22 time for this case to end with Injunctive Relief favoring the Plaintiff and for dismissal of  
23 the abandonment claim for Unclean Hands.  
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26 **RESPECTFULLY SUBMITTED** this 5<sup>th</sup> day of December, 2022

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28 \_\_\_\_\_  
Nancy Knight, Plaintiff Pro Per

Copy to Daniel Oehler  
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