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Christina Spurlock Sup Ct Clerk

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
17 PARTNERSHIPS 1-10.

18 Defendants.

Case No.: B8015 CV 2018 04003

**AFFIDAVIT OF A
CLAIM OF COURT BIAS**

Honorable Judge Jantzen

19 COMES NOW Plaintiff Pro Per, Nancy Knight, pursuant to Statute §12-409 (5), is
20 claiming she has cause to believe, and does believe, that on account of bias or prejudice
21 against women or prejudice against self-represented parties, she cannot get a fair and
22 impartial trial.
23

24 This case should at once be transferred to Yavapai County Superior Court where
25 two of the defendants in this case are defendants in that case. The Yavapai Court has
26 denied voluntary consolidation of this case into his case. The Hon. Judge Napper has
27 claimed eleven of the defendants in his case can be resolved in this case. He will now
28



B8015CV201804003

1 have complete information to understand his many errors of assumption that has caused
2 his dismissals of defendants to be Appealed.

3
4 Knight is in the midst of writing her Appellant's Opening Brief for Division Two
5 of the Arizona Appeal Court. The case number is: 2 CA-CV 2023-0004

6 The Hon. Judge Napper has confused Defendant Ludwig Engineering Associates
7 with Glen Ludwig in this case. Consolidation will alleviate confusion and will provide
8 opportunity for Reconsideration of this Court's biased or prejudiced abuse of discretion
9 in claiming Knight is the Plaintiff (movant) on the issue of Summary Judgment for a
10 claim of abandonment and therefore, in this court's opinion, she must serve over 400
11 Indispensable Parties.
12

13
14 This Court has erred in his opinion and abused his discretion by not following the
15 legal definition of a movant in a Summary Judgment action as the Plaintiff who must join
16 parties. This Court has erred in his opinion and abused his discretion in not following
17 case law that is clear that the party who seeks to abrogate a restriction is the party who
18 must join parties. That movant (Plaintiff) is Azarmi, and Glen Ludwig who speak for the
19 personal and corporate pecuniary interests of Fairway Constructors, Inc.
20
21

22 This Court has denied Injunctive Relief when it is clear in case law that Injunctive
23 Relief should not have been stalled at all by the Fraud Upon the Court that the
24 defendant's "build to suit" advertising signs were "for sale" signs. My Motion for
25 Injunctive Relief was filed on October 24, 2022 and it took until February 17, 2023 to
26 orally deny my motion.
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This Court has effectively caused dilapidated signs to impair the enjoyment of the

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1 subdivision for four years with a risk of harm from high winds and rusted structures
2 supporting loosened and rusty “build to suit” sheet metal signs. This Court has effectively
3 allowed the defendants to continue to violate the CC&Rs that are still valid and in effect.
4

5 There exists no evidence of “complete abandonment”. Their Motion for Summary
6 Judgment should have been denied years ago.
7

8 The precedent case in law that this court defied among the many that cite *Sheets v.*
9 *Dillon* is *National City Bank v. Harbin Electric Joint-Stock Co.*, at 472. “The party who
10 seeks to invalidate restrictions must bring in the interested parties and give them a day in
11 court.”
12

13 Knight does not seek to invalidate any restriction. She is seeking to enforce the
14 Declaration that is an implied duty that she has been so doing for over six years. In fact,
15 she does not seek to abrogate her own setback violations and seeks remedy from those
16 who caused it in the 2021 case that she had to take from this Court with a Motion for a
17 Change of Judge. And then had to take the case from Mohave County when it was
18 confirmed that there existed only three judges in the County for civil cases and Hon.
19 Judges Moss and Gregory had to recuse themselves, for good cause.
20
21

22 Knight did not seek to invalidate the fence restrictions on her property in the 2016
23 case. Those restrictions proved valuable because when they were violated by her adjacent
24 neighbor with full support of Mohave County, her patio became very dark and the
25 workmanship was unsightly that was a taking of enjoyment of her home and the
26 modification that the County allowed without a permit was now a leaning block wall
27 fence that was a serious hazard.
28

1 A binding mediated settlement was reached for remedy in that 2016 case that led
2 to this Court declaring me a Vexatious Litigant when former attorney. now Judge
3 Gregory, attempted to change the agreed upon binding mediated settlement from my
4 paying to restore “a portion” of his client’s rear yard violation to me having to pay to
5 remedy his clients’ “entire” rear yard fence violation. And this Court claimed I was
6 harassing their (Elias, Oehler and Gregory) clients!
7
8

9 In the case of *Vernon v. R.J. Reynolds Realty Co.*, 226 N.C. 58, 61, 36 S.E.2d 710,
10 712 (1946)), The Court explained that the right to enforce the restriction was a property
11 right with value.
12

13 Our CC&Rs have value as a part of the value of our real property. This Court had
14 an opportunity to protect our value by granting my Motion to dismiss the abandonment
15 claim for Unclean Hands. Instead, this Court has denied my Motion and has effectively
16 allowed Affidavit Fraud to support the defendant’s claim of abandonment. That motion
17 was filed on November 2, 2022 and it took until February 17, 2023 for this Court to
18 orally deny the motion during a Status Conference.
19
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21 This Court’s Gag Order against me is yet another abuse of discretion where I, as
22 President of the Unincorporated Association for Desert Lakes, did nothing wrong in
23 mailing a packet for a Ballot to amend the Tract 4076-B CC&Rs.
24

25 Given that legal counsel, including Mr. Oehler, have raised the issue of a Class
26 Action suit, and that Mr. Oehler’s clients have claimed 116 lots have setback violations,
27 there was nothing wrong in serving my duty as President of the Unincorporated
28 Association in offering information to those who may need to become a part of a Class

1 Action. The Unincorporated Association has no resolution setting forth authority to file
2 law suits on behalf of property owners. As the volunteer President with over six years of
3 personal experience in litigating CC&R enforcement, I have the ability to offer free
4 consult service with documentation in three cases to those in need. There is nothing
5 wrong in offering to help those in need. The Gag Order is an abuse of this Court's power.
6

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8 The most recent Status Conference held on February 17, 2023 revealed that this
9 Court is having Mr. Oehler file an Affidavit for Attorney fees for every Motion I have
10 filed since September 2022. This is yet another cause of action in this matter. I have not
11 filed any motion that was not necessary in seeking fairness and justice in the matters at
12 hand.
13

14 This Court has delayed my September 29, 2022 Motion for so long that I have lost
15 my ability to prosecute the Affidavit Fraud defendants in a civil matter which is what the
16 police department who investigated the evidence advised me to do. The three year statute
17 of limitations from when Mr. Oehler filed those Affidavits in this case has now expired.
18

19 It is my understanding that Courts have 60 days to rule on Motions. This Court
20 does not follow Rules of Procedure for my Motions. This Court did not rule on my
21 September 29, 2022 motion until February 17, 2023 and then this Court informed me that
22 Affidavit Fraud was a criminal matter. It should not have taken over four months for this
23 Court to make that determination.
24

25
26 I have written to Ashley Ramirez for the cost of the Transcript of the Status
27 Conference. When ordered, I will provide a Notice of Transcript Order to whatever court
28 is responsible for this case at that time.

1 As this Court is aware, I opened my May 2020 Oral Argument hearing on the
2 issue of abandonment with the following statement, “With all due respect for your
3 honor’s high position, there exists a peremptory challenge under A.R.S. §12-409 that the
4 Plaintiff bring allegations of bias to the forefront before a lower Court enters a final
5 judgment. There exists a real possibility that bias is affecting court rulings. I understand
6 the Court’s close ties to attorneys and Mohave County Judges.”
7
8

9 In nearly three years, your behavior toward me has not changed since you declared
10 me a Vexatious Litigant for attempting to defend myself from what I call extortion in the
11 2016 case and a judgment against me for attorney fees in that defense.
12

13 This Court’s ruling that the Plaintiff in a Complaint for Injunctive Relief must
14 serve Indispensable Parties is a Public Policy error. It must be challenged. Rule 19 (a)
15 should not allow a court to abuse his discretion and thereby allow a court to not follow
16 law or precedents or the definition of a movant in a Summary Judgment action. Mr.
17 Oehler’s clients are the Plaintiffs in that action and should be the parties who *must* serve
18 the indispensable parties.
19
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21 Thirty-seven (37) precedent cases citing *Sheets v. Dillon* 221 N.C. 426, 20 S.E.2d
22 344 (1942) on joining indispensable parties for abrogation of contracts was available to
23 this court in 2020. The Court failed its duty to either dismiss Mr. Oehler’s MSJ in 2020
24 for failure to join parties or Order them to join the indispensable parties pursuant to Rule
25 19 and *Sheets v. Dillon*.
26

27
28 **37 cases citing *Sheets v. Dillon*:**

1) *Karner v. Roy White Flowers, Inc.* 2) *Runyon v. Paley* 3) *Lamica v. Gerdes* 4) *Tull v. Doctors Building, Inc.* 5) *Karner v. Roy White Flowers, Inc.* (appeal) 6) *Chappell v. Winslow* 7) *Sherer v. Steel Creek Prop. Owners Ass'n* 8) *Wise v. Harrington Grove Cmty. Ass'n* 9) *Smith v. Butler Mtn. Estates Property Owners Assoc.* 10) *Hawthorn v. Realty Syndicate, Inc.* 11) *Stegall v. Housing Authority* 12) *Realty Co. v. Hobbs* 13) *Reed v. Elmore* 14) *Schoenith v. Realty Co.* 15) *Mulenburg v. Blevins* 16) *Hege v. Sellers* 17) *Malamphy v. Potamac Edison Co.* 18) *Story v. Walcott* 19) *Sedberry v. Parsons* 20) *Higdon v. Jaffa* 21) *Vernon v. Realty Co.* 22) *Warrender v. Gull Harbor Yacht Club, Inc.* 23) *Fairfield Harbour Prop. Owners Ass'n v. Midsouth Golf Llc* 24) *Fairfield Harbour Prop. Owners Ass'n v. Midsouth Golf Llc* (appeal) 25) *Bodine v. Harris Village Property Owners* 26) *Harrison v. Lands End of Emerald Isle Assoc* 27) *Wein II, LLC v. Porter* 28) *Wein II, LLC v. Porter* (appeal) 29) *Dep't of Transp. v. Fernwood Hill Townhome* 30) *Page v. Bald Head Ass'n* 31) *Mills v. Enterprises, Inc.* 32) *Srickland v. Overman* 33) *Quadro Stations v. Gilley* 34) *Building Co. v. Peacock* 35) *Land Corp. v. Styron.* 36) *Hale v. Moore* 37) *Church v. Berry.*

In *Sheets v. Dillon* 221 N.C. at 432, 20 S.E.2d at 348, it is specifically stated, "If plaintiff desires to have this covenant invalidated and stricken from the deed of the original grantee, he **must** bring in the interested parties and give them a day in court." (Emphasis added).

Knight does not desire to have any of the covenants invalidated. In other words, it is the party who seeks abrogation of the CC&Rs who **must** join indispensable parties. In turn, the Court to whom this case is reassigned **must** instruct Mr. Oehler's clients to join the necessary parties.

This Court has attempted to redefine what a movant is in a summary judgment action. The legal definition of a movant is the party with the burden of proof. The movant in a motion for Summary Judgment has the burden of proof of "complete abandonment"

1 in this case. He is the Plaintiff. Plaintiff's bear the burden of proof. Azarmi is the Plaintiff
2 (movant) in the Summary Judgment action on abandonment.

3
4 Futility of a ruling of "complete abandonment" is demonstrated in the case of
5 *Burke v. Voicestream Wireless Corp.*, 87 P.3d 81 (Ariz. Ct. App. 2004) that specifically
6 sets forth terminology and circumstances that are similar to those before this Court.

7
8 The Burke's purchased a home in a subdivision in Scottsdale, AZ. The Declarant
9 chose not to form a homeowner association. The CC&Rs included a non-waiver
10 provision. Other violations had occurred in the subdivision and Voicestream claimed
11 abandonment of the Covenants.

12
13 Pursuant to case study, "Voicestream's evidence failed to establish that the prior
14 violations of the restrictive covenants had 'destroyed the fundamental character of the
15 neighborhood.'"

16
17 Knight claims Mr. Oehler's client's evidence fails to establish that prior violations
18 have destroyed the fundamental character of the combined Subdivision Tracts 4076-B,
19 Tract 4076-D and Tract 4163 that are subject to the Tract 4076-B CC&Rs in this case.

20
21 Quotes from the case: "Even though Voicestream presented evidence that the
22 homeowners acquiesced in prior violations, the Court said 'we have not been presented
23 any persuasive reason why the non-waiver provision of the Restrictions should not be
24 enforced in this instance.'. No evidence was presented, that Burkes' subdivision is no
25 longer a "choice residential district." The violations described by Voicestream have not
26 destroyed the fundamental character of the neighborhood. We conclude, as a matter of
27 law on the record before us, that the non-waiver provision of the Restrictions remains
28

1 enforceable and the subdivision property owners have not waived or abandoned
2 enforcement even though they or their predecessors have acquiesced in several prior
3 violations of its provisions.”
4

5 Knight points out that she nor her predecessors have acquiesced in prior
6 violations. Frank Passantino of Desert Lakes Development LP did not keep quiet on
7 Parcel VV being zoned multifamily. At CEO Passantino’s request on or about 1991, the
8 Board of Supervisors approved abandonment of a County’s perceived multifamily zoning
9 designation on Parcel VV. It had to be abandoned from the record because multifamily
10 housing is a violation of the Tract 4076-B CC&Rs.
11
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13 Thomas and Mary Coury of T&M Mohave Properties did not keep quiet on the
14 1998 proposal that Parcel VV lots be annexed to an existing HOA. That condition of
15 approval for Tract 4163 was omitted by the Board of Supervisors in 2002. There has
16 never been an HOA for any parcel in Desert Lakes Golf Course and Estates. Who do you
17 suppose was the party who wanted over \$400 per year in HOA fees from 32 lots carved
18 out of Parcel VV?
19
20

21 Nancy Knight did not keep quiet when Mohave County gave a permit to her
22 adjacent neighbor to trespass on her real property and extended the height of her
23 boundary fence to over six feet that was a violation of the CC&Rs.
24

25 Even after Knight paid \$1400 for a Survey and it was found that her boundary
26 fences were inside her property line and not shared by the adjacent neighbors, the County
27 refused to revoke the permit. Plaintiff’s law suit cost over \$37,000 for enforcement and
28 remedy when Knight’s attorney claimed Mr. Oehler said his clients had no money and

1 there was an urgent need to remedy the leaning fence before it fell and injured persons or
2 property.

3
4 The remedy was to cut away the extended height of 30 lineal feet of cement block
5 wall. The remedy was to cut away filled in cement blocks and restore wrought iron rails
6 on both her own fence return and on “a portion” of her neighbor’s rear yard fence.

7
8 Voicestream’s remedy was to remove their tower at a reported cost of \$300,000.

9 Self-serving defendants and many of their affiants either claim they caused
10 setback violations or listed violations on their Affidavits that are fraudulent and now want
11 to use those violations to assist Mr. Oehler’s clients with a claim of abandonment.
12

13 For several years, Plaintiff Knight has sought to hold those responsible for
14 violations to be prosecuted and this court has denied every Motion for Leave to Amend
15 her Complaint for additional Breach of Contract claims. This Court exclaimed during a
16 Status Conference, “When will it end?”
17

18 It ends when Mr. Oehler’s clients stop stalling prosecution of their misdeeds and
19 stop violating the CC&Rs. It ends with a vivid display of demolition for remedy of
20 violations and proves to the community that taking self-serving risks has consequences.
21

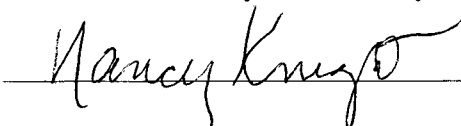
22 The Court in the *Burke v. Voicestream* case also agreed that Voicestream was not
23 entitled to claim hardship because they proceeded with construction knowing of the
24 Restrictions. Similarly, Mr. Oehler’s clients and any defendant that knowingly builds in
25 violation of the restrictions are not entitled to claim hardship.
26

27 Plaintiff has not acquiesced on her own setback violations either. In the case that
28 was transferred to Yavapai County, she alleges that her rear yard setback violation is the

1 result of multiple levels of fraud that included a fraudulent scheme. The scheme began
2 with an Application for a zoning change from Agricultural to RO. In 1998, no parcel nor
3 lot in Desert Lakes was zoned Agricultural and the County knew it. The 300+ acre
4 Subdivision was approved for Special Development Residential zoning since 1989. Due
5 to Mohave County involvement in the fraudulent zoning change, a Motion for a Change
6 of Venue was filed and approved. The matter was transferred to Yavapai County as
7 P1300 CV 2022 00177.
8

9
10 Mr. Oehler has claimed that Knight has filed this case because of his perception
11 that she dislikes developers. Knight's husband worked in the home construction industry
12 for the majority of his working years. Knight respects those developers who work hard to
13 provide beautiful, well built homes. Knight respected CEO Passantino so much that she
14 created a website in honor of his "Amazing Vision" that created the beautiful Desert
15 Lakes Golf Course & Estates Subdivision Tract 4076. And she admires the excellent
16 Declaration of CC&Rs that he provided the community for protections of their
17 investment in their homes. See desertlakes.net
18
19
20

21 RESPECTFULLY SUBMITTED this 21st day of February, 2023.

22 
23 Nancy Knight, Plaintiff Pro Per
24

25 Copy sent electronically on this day to:
26 djolaw10@gmail.com
27 Daniel Oehler, Attorney for LFA Defendants

28 Courtesy copy to Yavapai Superior Court
flslaton@courts.az.gov