

Christina Spurlock  
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Christina Spurlock SupCtClerk

AM

1 Nancy Knight  
2 1803 E. Lipan Cir.  
3 Fort Mohave, AZ 86426  
4 Telephone: (928) 768-1537  
nancyknight@frontier.com

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

**FIRST CORRECTED MOTION FOR  
RECONSIDERATION OF DENIAL OF  
PLAINTIFF'S AFFIDAVIT OF A  
CLAIM OF COURT BIAS  
WITH RULE 42.2 REASONS  
SUBMITTED HEREIN**

**Hon. Judge Lambert  
Temporary Assignment**

21 COMES NOW Plaintiff Pro Per, Nancy Knight ("Plaintiff"), pursuant to Rule  
22 42.2, for Claims of Bias that became seriously prejudicial when her Statute §12-409  
23 Affidavit was filed on February 21, 2023 but was denied on March 22, 2023 and again on  
24 or about March 27 for still not being compliant. Plaintiff is not finding examples of a  
25 Rule 42.2 format to follow and the Court is not informing the Plaintiff on what is not  
26 compliant. Due to urgency, Plaintiff is offering this First Correction that may be closer to  
27 compliance with Rules. Reconsideration and Correction is appropriate pursuant to  
28



1 *Haines v. Kerner*, 404 U.S. 519-20, (1972), “A pro se litigant should be given a  
2 reasonable opportunity to remedy defects in his pleadings if the factual allegations  
3 are close to stating a claim for relief.”  
4

5 There exists a peremptory challenge under A.R.S. §12-409 that the Plaintiff bring  
6 allegations of bias to the forefront before a lower Court enters a final judgment.  
7

## 8 MEMORANDUM OF POINTS AND AUTHORITIES

### 9 I. STATEMENT OF FACTS

#### 10 A. Rule 19 (a): Abuse of discretion.

11  
12 1. The Court Denied Plaintiff’s Motion for Dismissal of the  
13 Defendants’ MSJ for Failure to Join Indispensable Parties.

14 **See Exhibit 1** pertinent part – TR 5/11/2020, underscores for emphasis.  
15

16 2. The Court ordered Plaintiff Knight to serve Indispensable Parties  
17 pursuant to Rule 19 (a) as opposed to the movant in a Motion for Summary  
18 Judgment (“MSJ”) who is the Plaintiff in that MSJ who must join parties.  
19

20 a. An Appeal was filed by Attorney Coughlin however as a  
21 Rule 54 (b) Final Judgement it was denied as unappealable  
22 since no party or action was dismissed.  
23

24 3. Plaintiff has not been provided with any legal reasons for the Court’s  
25 discretionary opinion.  
26

27 4 Rule 19 (a) should not allow a court to abuse his discretion and  
28 thereby allow a court to not follow law or precedents or the definition of a

1 movant in a Summary Judgment action.

2 **B. Injunctive Relief:**

3  
4 1. May 2020 Partial Summary Judgment for Injunctive Relief was  
5 denied and left the public at risk of the hazard to persons and property from  
6 debilitation of sheet metal signs and structures.

7  
8 2. Motion for Injunctive Relief on October 24, 2022 denied.

9 **C. Attorney Fees for Filing Motions**

10 1. The Court instructed Defendant's Counsel Oehler to submit an  
11 Affidavit of Costs for every Motion Plaintiff has filed since September  
12 2022 when she asked Attorney Coughlin to Withdraw.

13  
14 **D. Imposed a Gag Order on the Plaintiff.**

15 1. There was nothing wrong in serving Plaintiff's duty as President of  
16 the Unincorporated Association in offering information for free as a  
17 volunteer to those who may be in need.

18  
19 2. The Unincorporated Association has no Resolution for  
20 enforcement. **Exhibit 2 – 3 pages**

21  
22 3. Bias favors these defendants and willfully violates Plaintiff's Free  
23 Speech rights.

24  
25 4. The Gag Order is an abuse of this Judge's power because he claims  
26 he feels she did something wrong.

27 **E. Rule 12 for stating a claim of "complete abandonment" is Denied.**

28 **F. Untimely Decisions on Plaintiff's Motions.**

1           **G. Rule 60 Motion and Declaring Knight a Vexatious Litigant**

2           1. Plaintiff attempted to reverse a Judgment of Attorney Fees in a  
3  
4 Motion to Compel Plaintiff to sign a written “agreement” that did not conform to the  
5 binding mediated “settlement” agreed to in court by all parties. **Exhibit 3** – 12 pages  
6 total: TR 5/17/2017, 3 pages underscores for emphasis; Email 5/24, 2017 9:15 am  
7 Original Agreement with pertinent Para 2 and 3 encircled; Email May 31, 2017 4:48 pm  
8 see Para. 2 for Gregory’s red marked up revision where he has “a portion” stricken at line  
9 6 and see Para. 3 for Knight’s red marked up revision to clarify what is meant by  
10 reasonable access (Gregory’s revision is not minor – Knight’s is minor); Email June 6,  
11 2017, Plaintiff is concerned as to why her attorney is allowing Gregory to change the  
12 agreed upon terms. Knight is suspicious of motives. Requests protection. “Last Revision”  
13 Plaintiff requests that Atty. Moyer Strike “entire” from Para 2 and insert para. 6;  
14 Gregory’s Motion to Compel Filed July 20, 2017 see p.3 at lines 7-9, he says, “A few  
15 minor changes were initially made...”. Gregory did not like para. 6 inserted for Knight’s  
16 protection. In fact, his client Quashed Knight’s “Action to Quiet Title” to her fence.  
17  
18  
19  
20

21           2. Declared Plaintiff a Vexatious Litigant for her Rule 60 Motion and  
22 awarded two opposing counsel’s with attorney fees for their motion to  
23 declare Plaintiff a Vexatious Litigant.  
24

25           **H. Amend the Complaint for Breach of Contract**

26           1. The Court twice Denied Plaintiff’s right to add Defendants for violations of  
27 the CC&Rs  
28

**II. ARGUMENT**

1           **A. Rule 19 – Abuse of Discretion**

2           A movant in a Complaint is a Plaintiff in a Complaint. A movant in a Motion for  
3  
4 Summary Judgment is the Plaintiff in their MSJ. Defendants known as “LFA” are the  
5 movant/plaintiff parties who must serve and join indispensable parties in accordance with  
6 relevant case law.

7  
8           **1.** It is an abuse of discretion for the Judge to Order Knight to join over  
9 400 property owners among 225 lots at an expense of an estimated \$10,000  
10 that is not only error but is an abuse of discretion of Rule 19(a).

11  
12           **2.** The Court was made aware of the financial concern and he  
13 agreed to look over her Service Packet and Summons revisions and make a  
14 decision since Mr. Oehler was disgusted about the limitation of costs and  
15 refused to work with the Plaintiff.

16  
17           **3.** The costs of service, as provided by the Legislature is  
18 the impetus for the limitation of costs pursuant to the Waiver  
19 of Service that would prevent the estimated \$10,000 in costs  
20 and limit the Plaintiff’s financial exposure to approx. \$1,000.

21  
22           **4.** Instead of reviewing her revisions for the language of the  
23 Service Packet that day as he promised during the Status Conference  
24 the Court abruptly signed an Order written by Defense Counsel that  
25 did nothing to abide in the Waiver of Service limitation of costs for  
26 the Plaintiff.  
27

28           **5.** Preponderance of Evidence of Motive: Threaten Knight financially

1 so she will dismiss the case against this Court's favored Defendants.

2 **B. Injunctive Relief**

3  
4 The Court twice denied Plaintiff's effort for Injunctive Relief that favored the  
5 Defendants' unfair competition and at the expense of public safety.

6 **1.** Injunctive Relief would have resolved this case rather than extended  
7 it for years with a risk of harm from high winds and rusted structures  
8 supporting loosened and rusty "build to suit" sheet metal signs where the  
9 safety of persons and property was ignored by this Judge.

10  
11 **2.** Defendants committed Fraud Upon the Court and Upon  
12 Plaintiff Pro Per by claiming their signs were "for sale" signs protected by  
13 Statute §33-441.

14  
15 **3.** The case has been prejudiced against the Plaintiff. The signs were  
16 proven to Not be "for sale" signs by the Arizona Department of Real Estate.

17  
18 a. The signs were proven to be dilapidated with photographic  
19 evidence from years of unfair competition and exposure to the  
20 elements.

21  
22 b. This Judge not only favors the defendants but his actions  
23 against the Plaintiff are in contempt of public safety.

24  
25 **4.** Denying Injunctive Relief has effectively allowed the defendants to  
26 continue to violate the CC&Rs with advertising that attracts custom home  
27 construction contracts that are then built in violation of setbacks.

28 **C. Attorney Fees for filing Motions**

1           1.       The threat of attorney fees for Motions filed by the Plaintiff since  
2           September 2022 is hateful.

3  
4       **D.**    The Gag Order is inappropriate with biased favor of the Defendants:

5           1.       Plaintiff was following her duty as President of the Desert Lakes  
6           Unincorporated Association to mail a Ballot to all property owners  
7           subject to Tract 4076-B Covenants, Conditions and Restrictions that could  
8           reduce Breach of Contract law suits.

9  
10          2.       President Knight included a separate page on Class Action  
11          advisement for claims by Defendants' of 116 existing setback violations.

12  
13          3.       There is nothing wrong with offering free advice from a volunteer  
14          President who has years of experience in CC&R matters (CV 2016 04026,  
15          CV 2018 04003, CV 2022 00177).

16  
17       **E.**    Rule 12 is necessary for the Defendants' to state a claim of "Complete  
18       Abandonment".

19          1.       Frequency data for a ruling of abandonment of the non-waiver  
20          provision is inappropriate.

21  
22          2.       Frequency data included errors, fraud, and Unclean Hands by the  
23          defendants themselves.

24          3.       Plaintiff has not permitted violations to occur.

25               a.       Plaintiff sought to bring Mehdi Azarmi to Justice in this case  
26               under Count One for his Res. 2016-125.

27               b.       Hon. Judge Carlisle forgot that Count One included  
28

1 Mehdi's "attempted and threatened violation" that was under the  
2 Breach of Contract allegation in this case.

3  
4 c. Hon. Judge Carlisle's intent for dismissal of Count One was  
5 for only the Robert's home. **Exhibit 4 TR Cover page and p. 10**  
6 (underscores for emphasis).

7  
8 3. Plaintiff seeks setback remedy in CV 2022 00177 for her own  
9 violations against those who caused them.

10 4. Plaintiff sought fence remedy in CV 2016 04026.

11 a. But for Ken Gregory's (now a Judge in Mohave Court who  
12 recused himself in this case) disingenuous claims and his revision to  
13 the written agreement that did not comply with the binding mediated  
14 settlement, Rule 60 and the Vexatious Litigant ruling with attorney  
15 fees wouldn't have occurred.

16  
17 b. This Judge failed to attempt to understand the issue before  
18 ruling against the Plaintiff.

19  
20 5. Following Rule 12 for a claim of "complete abandonment" of a  
21 particular servitude that has no remedy is necessary for Plaintiff's  
22 defense of her CC&Rs and for Indispensable Parties' decisions on joining  
23 pursuant to Rule 20.

24  
25 6. The CC&Rs do not require a fence at all and do not require a fence  
26 to be 100 % steel rails for the intent of views.

27  
28 7. Frequency of setbacks is due to Unclean Hands by the Defendants



1 including Azarmi as the proponent for an amendment to Res. 93-122.

2 8. Mr. Oehler attempted to use frequency data that any  
3 unbiased judge would have used to deny the MSJ in 2020 because any  
4 reasonable jury would have found the frequency data lacking in real  
5 evidence. The word of affiants who committed fraud has been proven.  
6

7  
8 **F. Untimely Court Decisions**

9 1. Affidavit Fraud was filed on November 2, 2022 and it took until  
10 February 17, 2023 for this Court to orally deny the motion during a Status  
11 Conference.  
12

13 2. It took until February 17, 2023 to deny Plaintiff's October 2022  
14 Motion for Injunctive Relief.  
15

16 **G. Rule 60 and declaration that Plaintiff is a Vexatious Litigant**

17 1. It is not harassment to oppose counsel's clients who attempted  
18 extortion for Plaintiff to pay to restore their "entire" rear yard fence.  
19

20 2. A binding mediated settlement was reached with negotiation for  
21 Plaintiff to be allowed to restore "a portion" of her lost views.  
22

23 3. Attorney Moyer claimed Attorney Oehler said his clients had no  
24 money for their misdeeds and they bought an RV and were leaving the state  
25 so she could not get a Judgment.  
26

27 4. The fence was dangerously leaning and posed a risk of harm to the  
28 new neighbor's children.

a. Plaintiff continued to place trust in the judicial system in this

1 case and under this Judge's taking of this case away from the Hon.  
2 Judge Gordon when Judge Gordon and this case was transferred to  
3 Kingman from Havasu City.  
4

5 b. That trust has been violated by a preponderance of evidence  
6 of bias.  
7

#### 8 **H. Amend the Complaint for Breach of Contract**

9 1. This Court denied Attorney Coughlin's July 2021 Motion to Amend  
10 for the purpose of judicial economy so a second law suit would not be  
11 necessary.  
12

13 2. A second law suit was necessary and this judge was immediately  
14 removed from the second case (CV 2021 04003).  
15

16 3. The case had a Change of Venue due to Mohave County being a  
17 party and two of these defendants are charged with collusion in Fraud with  
18 County employees (CV 2022 00177).  
19

20 4. Judge Napper in the 2022 case believes the Breach of Contract  
21 defendant's issues can be resolved in this case.  
22

23 5. This Court denied Plaintiff's Motion to Amend the Complaint with  
24 consolidation of the Defendants' from CV 2022 00177 into his case.  
25

### 26 **III. Relevant Rules, Case Law and Other Authorities**

#### 27 **A. Rule 19 case law:**

28 1. *National City Bank v. Harbin Electric Joint-Stock Co.*, at 472. "The

1 party who seeks to invalidate restrictions must bring in the interested parties and  
2 give them a day in court."  
3

4 2. *Karner v. Roy White Flowers, Inc.*, 351 N.C. 433, 439 (N.C.  
5 2000). "If plaintiff desires to have this covenant invalidated and  
6 stricken from the deed of the original grantee, he must bring in the  
7 interested parties and give them a day in court."  
8

9 a. In *Karner*, the plaintiffs [in the Complaint] owned property in  
10 a residential subdivision in which each lot was governed by a  
11 restrictive covenant which limited the lot to residential use.  
12 Defendant [in the Complaint] was Roy White Flowers who claimed  
13 abandonment.  
14  
15

16 **B. Injunctive relief - ARCP 65 and Statute § 23-238**  
17

18 1. Injunction: An order of the court prohibiting (or compelling) the  
19 performance of a specific act to prevent irreparable damage or injury.  
20

21 2. Person: includes a corporation, company, partnership, firm,  
22 association or society, as well as a natural person.

23 3. Preliminary hearing: (Oral Argument Hearing) A hearing where the  
24 judge decides whether there is enough evidence to make the defendant have  
25 a trial.  
26

27 4. Temporary restraining order: Prohibits a person from an action that  
28 is likely to cause irreparable harm. This differs from an injunction in that it

1 may be granted immediately, without notice to the opposing party, and  
2 without a hearing. It is intended to last only until a hearing can be held.

3  
4 5. This Court did nothing to protect persons and property.

5 **C. Attorney Fees on Motions - A.R.S. §12-341 and Statute §25-324**

6 1. Pursuant to A.R.S. § 12-341, generally, in a contract matter, attorney  
7 fees are not awarded until a final determination in the case.

8  
9 a. Injunctive Relief has not been resolved therefore attorney fees  
10 at this time is inappropriate.

11 2. But for bias, Statute §25-324 would not apply.

12  
13 a. Plaintiff's Motions filed since September 2022 when her  
14 attorney withdrew were not filed in bad faith.

15  
16 b. All of Plaintiff's motions are proper in the interest of  
17 justice.

18  
19 c. Plaintiff's Motion to dismiss the MSJ for Affidavit  
20 Fraud and Unclean Hands was not improper.

21  
22 d. The issues with the agreed upon language of the Service  
23 Packet was grounded on the fact that the Court gave the Plaintiff  
24 until September 30, 2022 to make revisions and she needed to  
25 attempt to protect herself from financial harm imposed by the  
26 Defense Counsel's expectations.

27 i. Plaintiff's attorney left abruptly on vacation.

28 ii. Plaintiff's attorney deprived her of knowledge of what

1 he drafted before he left on vacation.

2 iii. It was only a draft and Plaintiff had time to make the  
3 revisions needed for protection of the cost to service.  
4

5 **D. Gag Order and Other Authority:**

6 1. The Original Resolution Forming the Desert Lakes Subdivision  
7 Tract 4076 Unincorporated Association was organized for two functions.  
8

9 a. Perform the functions of Article I for Variances or Exceptions

10 b. Amend the CC&Rs.  
11

12 **E. Rule 12 versus Frequency data**

13 1. *Burke v. Voicestream Wireless Corp.*, 207 Ariz. 393, 398 (Ariz. Ct.  
14 App. 2004), “In the absence of a non-waiver provision, particular deed  
15 restrictions will be considered abandoned and waived, and therefore  
16 unenforceable, if frequent violations of those restrictions have been  
17 permitted.”  
18

19 2 On appeal, “we recognized at the outset that absent a non-waiver  
20 provision, deed restrictions may be considered abandoned or waived “if  
21 frequent violations of those restrictions have been permitted.” Id. at 398, ¶  
22 21, 87 P.3d at 86.  
23

24 3 “But when CC&Rs contain a non-waiver provision, a restriction  
25 remains enforceable, despite prior violations, so long as the violations did  
26 not constitute a “complete abandonment” of the CC&Rs”. Id. at 399, ¶ 26,  
27 87 P.3d at 87.  
28

1           4       “Complete abandonment of deed restrictions occurs when “the  
2 restrictions imposed upon the use of lots in [a] subdivision have been so  
3 thoroughly disregarded as to result in such a change in the area as to  
4 destroy the effectiveness of the restrictions [and] defeat the purposes for  
5 which they were imposed [.]” Id. (quoting *Condos v. Home Dev. Co.*, 77  
6 Ariz. 129, 133, 267 P.2d 1069, 1071 (1954)).  
7  
8

9           5       In this case, futility of a ruling of "complete abandonment" is  
10 demonstrated in the case of *Burke v. Voicestream Wireless Corp.*, that  
11 specifically sets forth terminology and circumstances that are similar to  
12 those before this Judge.  
13

14           6.       The Burke's purchased a home in a subdivision in Scottsdale, AZ.  
15 The Declarant chose not to form a homeowner association. The CC&Rs  
16 included a non-waiver provision. Other violations had occurred in the  
17 subdivision and Voicestream claimed abandonment of the Covenants.  
18 Voicestream's evidence failed to establish that the prior violations of the  
19 Section 4 restrictive covenant had 'destroyed the fundamental character of  
20 the neighborhood'. Quotes from the case: “Even though Voicestream  
21 presented evidence that the homeowners acquiesced in prior violations, the  
22 Court said 'we have not been presented any persuasive reason why the non-  
23 waiver provision of the Restrictions should not be enforced in this  
24 instance.'. No evidence was presented, that Burkes' subdivision is no  
25  
26  
27  
28

1 longer a "choice residential district." The violations described by  
2 Voicestream have not destroyed the fundamental character of the  
3 neighborhood. We conclude, as a matter of law on the record before us, that  
4 the non-waiver provision of the Restrictions remains enforceable and the  
5 subdivision property owners have not waived or abandoned enforcement  
6 even though they or their predecessors have acquiesced in several prior  
7 violations of its provisions." Voicestream's remedy was to remove their  
8 tower at a reported cost of \$300,000.  
9  
10

11 7. Plaintiff points out that she nor her predecessors have acquiesced in  
12 prior violations.  
13

14 a. Frank Passantino of Desert Lakes Development LP did not  
15 keep quiet on Parcel VV being zoned multifamily. At CEO  
16 Passantino's request on or about 1991, the Board of Supervisors  
17 approved abandonment of a County's perceived multifamily zoning  
18 designation on Parcel VV. It had to be abandoned from the record  
19 because multifamily housing is a violation of the Tract 4076-B  
20 CC&Rs.  
21

22 b. Thomas and Mary Coury of T&M Mohave Properties did not  
23 keep quiet on the 1998 proposal that Parcel VV lots be annexed to an  
24 existing property owner association. That condition of approval for  
25 Tract 4163, apparently for annexation to Azarmi's Fairway Estates  
26 property owner association, was omitted by the Board of Supervisors  
27  
28

1 in 2002. There had never been a property owner association in  
2 Desert Lakes Golf Course and Estates when T&M purchased the  
3 Tract 4163 land. Taking that condition of approval from Tract 4163  
4 has saved every lot owner in Tract 4163 from having to pay  
5 association fees to an annexed subdivision where fees are as high as  
6 \$400 per year per lot.  
7

8  
9 c. Plaintiff did not keep quiet when Mohave County gave a  
10 permit to her adjacent neighbor to trespass on her real property and  
11 extended the height of her boundary fence to over six feet that was a  
12 violation of the CC&Rs. Even after she paid \$1400 for a Survey and  
13 it was found that her boundary fences were inside her property line  
14 and not shared by the adjacent neighbors, the County refused to  
15 revoke the permit.  
16

17  
18 i. Due to the finding that it was a violation of the  
19 Constitution and other Statutes, the County is now being sued  
20 for damages.  
21

22 ii. Prop 207 was codified as Statute §12-1134.  
23

24 **F. Untimely Court Decisions**

25 The Arizona Constitution Art. 6 §21 - Superior court; speedy decisions.

26 1. Every matter submitted to a judge of the superior court for his  
27 decision shall be decided within sixty days from the date of submission  
28





1 Copy sent electronically on this day to:  
2 djolaw10@gmail.com  
3 Daniel Oehler, Attorney for LFA Defendants

4 Hon. Judge Jantzen  
5 c/o DLecher Judicial Assistant  
6 dlecher@courts.az.gov

7 Hon. Judge Lambert  
8 c/o simmel@courts.az.gov

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Exhibit 1 –

May 11, 2020 Transcript – 2 pages

Denying Plaintiff's Rule 19 Attempt

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MOHAVE

NANCY KNIGHT,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Cause No. CV-2018-4003
	)	
GLEN LUDWIG and PEARLE	)	ORAL ARGUMENT
LUDWIG, Trustees of the	)	
Ludwig Family Trust;	)	
FAIRWAY CONSTRUCTORS, INC.,	)	
MEHDI AZARMI.	)	
	)	
Defendants.	)	
_____	)	

BEFORE THE HONORABLE LEE F. JANTZEN, JUDGE

May 11, 2020  
1:31 p.m.  
Kingman, Arizona

REPORTER'S TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For the PLAINTIFF:	(In Pro Per)
For the DEFENDANTS:	DANIEL J. OEHLER, Esq.

Reported by: Kimberly M. Faehn  
Official Court Reporter  
Mohave County Superior Court, Div. 3  
2225 Trane Road  
Bullhead City, Arizona 86442

1 for clarification of plaintiff's right to be argued in  
2 today's hearing; and then two motions today were filed --  
3 I'm not sure they've been filed, but -- yeah, one was  
4 filed this morning at 8:32; the other is unfiled. I'm  
5 assuming it has been filed.

6 And they are motions to dismiss defendants' motion  
7 for summary judgment for failure to join indispensable  
8 parties.

9 First of all, on the motion for clarification,  
10 Ms. Knight, you can argue the issues that relate to the  
11 pending motion for summary judgment.

12 You understand what has been dismissed already in  
13 this case; I hope you do.

14 And we're going to go forward today; in your time  
15 allotted you can argue those motions, and I'm sure you  
16 will.

17 With regard to the motions to dismiss, there's  
18 usually time to respond to these. I don't think time is  
19 necessary.

20 It is ordered denying both of the motions to  
21 dismiss defendants' motion for summary judgment for  
22 failure to join indispensable parties.

23 This is an issue -- you know, we can deal with that  
24 issue in a different forum if we get beyond today's  
25 hearings; but I'm not going to wait and -- wait for a

Exhibit 2 -  
Original Resolution Forming the UA

BHC  
3

Exhibit 2

WHEN RECORDED RETURN TO:

NANCY KNIGHT  
1803 E LIPAN CIR  
FORT MOHAVE, AZ 86426

  
**FEE# 2021004595**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
KRISTI BLAIR,  
COUNTY RECORDER



01/25/2021 08:03 AM Fee: \$30.00

PAGE: 1 of 3

**ORIGINAL RESOLUTION FORMING THE  
DESERT LAKES SUBDIVISION TRACT 4076  
UNINCORPORATED ASSOCIATION**

VM

**ORIGINAL RESOLUTION FORMING THE  
DESERT LAKES SUBDIVISION TRACT 4076 UNINCORPORATED ASSOCIATION**

I, NANCY KNIGHT, President of the DESERT LAKES GOLF COURSE & ESTATES SUBDIVISION TRACT 4076 UNINCORPORATED ASSOCIATION, organized as a non-profit unincorporated association under the law of the State of Arizona pursuant to A.R.S. §33-1802(1), do hereby certify that the following is a true, full and correct original resolution to provide authority to three (3) volunteer officers of the said Unincorporated Association with duties formerly provided by an Architectural Committee whose terms of service ran over twenty years ago.

The president of the Unincorporated Association has the authority to appoint two officers who are real property owners within the subdivision to voluntarily serve as Secretary and Treasurer until such time as the Declaration of Covenants, Conditions and Restrictions (hereinafter "CC&Rs") have been amended to provide for a ballot and election of three (3) Architectural Committee officers.

Passage of amendments to the CC&Rs is by ballot from the owners of real property and requires a favorable vote of 75% of the property owners as stated in the existing CC&Rs for the three affected tracts 4076-A, 4076-B, and 4076-C whose lots run with the land depicted within the boundaries of the Subdivision as displayed on the 1988 approved Preliminary Plat that created Subdivision Tract 4076 with CC&Rs recorded in Book 1554 Page 197, Book 1641 Page 895, and Book 1724 Page 39 respectively.

The Tract 4076-B CC&Rs, where the president of the Unincorporated Association owns real property, has been adjudicated as valid for rights to prosecution of violations of the CC&Rs in Tract 4076-B. Adjudication is a part of Mohave County Superior Court case CV 2018 04003 presided over by the Hon. Judge Carlisle in open court on April 2, 2018.

The president of the Unincorporated Association has appointed William Knight as Secretary. A Treasurer will be appointed prior to the Unincorporated Association accepting any donations and prior to opening a bank account. The Treasurer will be appointed prior to any action taken in the capacity of the Architectural Committee.

**"RESOLVED** that this matter of an intent to Amend the Declaration of CC&Rs by ballot will result in one Declaration of CC&Rs for the entire Subdivision Tract 4076 conditional on 75% of the affected residential property owners having voted in favor of Amending the 1989 and 1990 Declarations of CC&Rs for Tract 4076-A, Tract 4076-B, and Tract 4076-C to supersede the recorded CC&Rs for these 753 Assessor Parcel Numbers. 565 favorable votes are needed among the owners of these 753 Assessor Parcel Numbers."

**"RESOLVED** that this matter of an intent to Amend the Declaration of CC&Rs by ballot will result in Tract 4076-A CC&Rs being amended in the absence of a favorable vote for



a combined Declaration for the entire Subdivision Tract 4076. Amending the 1989 Declaration of Tract 4076-A CC&Rs that includes Assessor Parcel Numbers for Tract 4132 requires 208 favorable votes among the owners of 277 Assessor Parcel Numbers.”

“**RESOLVED** that this matter of an intent to Amend the Declaration of CC&Rs by ballot will result in Tract 4076-B CC&Rs being amended in the absence of a favorable vote for a combined Declaration for the entire Subdivision Tract 4076. Amending the 1989 Declaration of Tract 4076-B CC&Rs that includes Assessor Parcel Numbers for Tract 4163 Unit E and Tract 4076-D requires 185 favorable votes among the owners of 246 Assessor Parcel Numbers.”

“**RESOLVED** that this matter of an intent to Amend the Declaration of CC&Rs by ballot will result in Tract 4076-C CC&Rs being amended in the absence of a favorable vote for a combined Declaration for the entire Subdivision Tract 4076. Amending the 1990 Declaration of Tract 4076-C CC&Rs requires 173 favorable votes among the owners of 230 Assessor Parcel Numbers.”

“**FURTHER, RESOLVED** that at least two of three volunteer Officers of the Unincorporated Association are authorized to take such actions as are necessary to effect the amendment to the CC&Rs including the preparation, execution and recordation of an instrument as prescribed in Articles I and II of the Amended and Restated Declaration of CC&Rs. Mandatory assessments under ARS 33-1801 are strictly defined as mandatory “fees for service” from members as Architectural Committee service is requested. No mandatory dues are assessed of the members of the Unincorporated Association who are the owners of real property in Subdivision Tract 4076 or are the owners of real property within alphabetically suffixed Tract numbers in the absence of a favorable vote to amend the CC&Rs for the entire Subdivision.”

**AND I DO FURTHER CERTIFY**, that said Declarations of the CC&Rs have not been amended nor abandoned and are still in full force and effect.

**WITNESS**, my hand as President of the Unincorporated Association at Fort Mohave, Arizona, this 22 day of January, 2021.

  
\_\_\_\_\_  
President, Nancy Knight



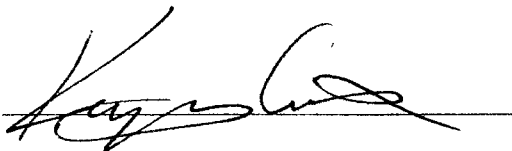


Exhibit 3 –

Multiple Evidentiary pages on wrongful  
Declaration that Plaintiff is Vexatious

1  
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MOHAVE

WILLIAM KNIGHT and NANCY )  
KNIGHT, husband and wife, )  
 )  
Plaintiffs, )

vs.

Cause No. CV-2016-4026

LEWIS CHASE and ELIZABETH )  
CHASE; RICKY D. EDWARDS, )  
JR. and CHELSEE R. EDWARDS, )  
husband and wife; et al., )  
Defendant. )

SETTLEMENT AGREEMENT

LEWIS CHASE and ELIZABETH )  
CHASE, husband and wife, )  
 )  
Counterclaimants, )

vs.

WILLIAM KNIGHT and NANCY )  
KNIGHT, husband and wife, )  
 )  
Counterdefendants. )

BEFORE THE HONORABLE CHARLES W. GURTLER, JR., JUDGE

May 17, 2017

12:33 p.m.

Bullhead City, Arizona

REPORTER'S TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For the PLAINTIFF/COUNTERDEFENDANTS KNIGHT:

KENNETH E. MOYER, Esq.

For the DEFENDANTS/COUNTERPLAINTIFFS EDWARDS:

KENNETH GREGORY, Esq.

For the DEFENDANTS/COUNTERPLAINTIFFS CHASE:

DANIEL J. OEHLER, Esq.

Reported by: Kimberly M. Faehn, Official Court Reporter  
Mohave County Superior Court, Div. 1  
2225 Trane Road  
Bullhead City, Arizona 86442

25

1 THE COURT: Okay. And you're in agreement that  
2 this is something that you're doing knowingly,  
3 voluntarily and intelligently?

4 ELIZABETH CHASE: Yes, that's fine.

5 LEWIS CHASE: (Nods head.)

6 THE COURT: Okay. And Mrs. and Mrs. Edwards, do I  
7 need to repeat the questions? Do you recall them?

8 RICKY EDWARDS: No, sir.

9 CHELSEE EDWARDS: Yes.

10 RICKY EDWARDS: No, we recall them; you don't have  
11 to repeat.

12 THE COURT: Yeah, I kind of poorly worded that  
13 because any answer was probably going to be  
14 contradictory.

15 So, you're knowingly, voluntarily and  
16 intelligently entering into this agreement as well?

17 RICKY EDWARDS: Yes, sir.

18 CHELSEE EDWARDS: Yes.

19 THE COURT: Okay. Thank you, folks.

20 Court finds that there's a binding  
21 settlement that is placed on the record.

22 It is ordered adopting the settlement of the  
23 parties.

24 Counsel, how long will it take for -- I need  
25 a stipulation? do I just simply need an order dismissal?

# Surprise

10

1                   How do you want to proceed so that we can  
2 close out the file?

3                   MR. MOYER: Your Honor, if Mr. Oehler or Mr.  
4 Gregory feels it's necessary we may need to put together  
5 a formal written agreement; circulate it between the  
6 parties.

7                   THE COURT: I going to assume there are going to  
8 be releases that need to be signed.

9                   MR. GREGORY: Your Honor, we would be in agreement  
10 that that should be something the parties should  
11 undertake in the form of a final, I guess, settlement  
12 agreement.

13                  THE COURT: Settlement.

14                  MR. GREGORY: -- and form of dismissal with the  
15 Court.

16                  THE COURT: Yes.

17                  MR. GREGORY: If plaintiff's counsel will  
18 undertake to do that, --

19                  MR. MOYER: I can. I can undertake to do that,  
20 your Honor.

21                  THE COURT: Okay. So, timeframe-wise? I don't  
22 want the file to fall off the face of the earth. Is 30  
23 days enough time; 45 days?

24                  MR. MOYER: I would think 30 days should be  
25 sufficient.

**nancyknight**

---

**From:** "Ken Moyer" <kmoyer@kenmoyerlaw.com>  
**Date:** Wednesday, May 24, 2017 9:15 AM  
**To:** "nancyknight" <nancyknight@frontier.com>  
**Attach:** Settlement Agreement and General Release - Knight.pdf  
**Subject:** Chase

Hi:

Attached is a draft of the settlement agreement.

Ken

Kenneth E. Moyer  
Law Office of Kenneth E. Moyer, PLLC  
1845 McCulloch Blvd., Suite A-10  
Lake Havasu City, AZ 86403  
928-505-4906  
Fax: 928-505-0935

3/29/2023

Original

AGREEMENT

1. The statements made in the Recitals above are true and accurate and are incorporated as Agreements.

2. The Knights shall hire a licensed Arizona contractor to repair or otherwise modify the Side Wall to bring the Side Wall in to compliance with the provisions contained in the Declaration of Covenants, Conditions and Restrictions of Desert Lakes Golf Course and Estates 4076-B recorded in the Mohave County Recorder's Office at Book 1641, Page 895 ("CC&R's"). The Knights may, but are not required to, repair and/or otherwise modify a portion of the Rear Wall of the Chase Residence that faces the golf course that has been filled in with block to bring the Rear Wall in to compliance with the provisions of the CC&R's by, among other things, removing the filled in block areas with railing.

3. The Edwards wall allow the Knights contractor reasonable access to their property at 1795 Lipan Circle in order to perform any necessary work on the Side Wall or Rear Wall.

4. The Knights shall be responsible to pay for all labor and material related to the contractor's work on the subject wall or walls.

5. The repairs or modifications to the Side Wall and the Rear Wall must be completed within 6 months after the complete execution of this Agreement.

6. Upon the complete execution of this Settlement, the parties hereto instruct their respective attorneys to file a stipulation to dismiss the Lawsuit with prejudice each party to bear their own attorney fees and costs.

7. Settlement of Disputes and Release of Claims.

4.1 General Release.

The parties hereto hereby release and forever discharge each other, and their employees, principals, agents, subsidiaries, heirs, attorneys, insurers, affiliated companies, personal representatives, successors, assigns and all other persons, firms, corporations and partnerships associated with the parties (collectively referred to as the "Released Entities") from any and all claims, actions, demands, causes of action, costs, judgments, expenses, attorney fees, damages and all liability whatsoever, arising out of or in any way related to the matters asserted in the Lawsuit occurring prior to the date of this General Release.

THIS GENERAL RELEASE IS INTENDED TO AND DOES COVER ALL DAMAGES OF ALL TYPES AS DESCRIBED WHETHER KNOWN TO THE PARTIES HERETO AND THEIR REEPECTIVE EMPLOYEES, PRINCIPALS, AGENTS, SUBSIDIARIES, HEIRS, ATTORNEYS, INSURERS, AFFILIATED COMPANIES, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL OTHER PERSONS, FIRMS, CORPORATIONS AND PARTNERSHIPS ASSOCIATED WITH THE PARTIES HERETO AT THE TIME OF THE EXECUTION OF THIS GENERAL RELEASE OR NOT, WHICH MAY HAVE RESULTED OR MAY HEREINAFTER RESULT OR WHICH MAY HEREINAFTER BE

**nancyknight**

---

**From:** "Ken Moyer" <kmoyer@kenmoyerlaw.com>  
**Date:** Wednesday, May 31, 2017 4:48 PM  
**To:** "nancyknight" <nancyknight@frontier.com>  
**Attach:** Settlement Agreement and General Release - Knight.pdf  
**Subject:** Chase

Hi:

Attached is a redlined version of the agreement containing the changes you requested and changes requested by Ken Gregory. I have not received a response yet from Dan Oehler.

Kne  
Kenneth E. Moyer  
Law Office of Kenneth E. Moyer, PLLC  
1845 McCulloch Blvd., Suite A-10  
Lake Havasu City, AZ 86403  
928-505-4906  
Fax: 928-505-0935

3/29/2023



"Revised"

## AGREEMENT

1. The statements made in the Recitals above are true and accurate and are incorporated as Agreements.

2. The Knights shall hire a licensed Arizona contractor to repair or otherwise modify the Side Wall to meet the design standards specified in ~~bring the Side Wall into compliance with the provisions contained in the Declaration of Covenants, Conditions and Restrictions of Desert Lakes Golf Course and Estates, Tract 4076-B, recorded at Book 1641, Page 895, Official Records of in the Mohave County, Arizona Recorder's Office at Book 1641, Page 895 ("CC&R's").~~ The Knights may, but are not required to, repair and/or otherwise modify a ~~portion of the Rear Wall of the Chase Residence to meet the same standards. By referring to the standards set forth in said CC&Rs, no party hereto is admitting the validity or applicability of the CC&Rs. Whether the CC&Rs encumber the Knight Residence or the Chase Residence is a legal question undecided by the court in the Lawsuit, and no agreement has been reached as to that issue by the parties.~~ that faces the golf course that has been filled in with block to bring the Rear Wall in to compliance with the provisions of the CC&R's by, among other things, removing the filled in block areas with railing.

3. The Edwards will allow the Knights contractor reasonable access to their property during normal working hours for contractor's in the Fort Mohave area at 1795 Lipan Circle in order to perform any necessary work on the Side Wall ~~and~~ Rear Wall.

4. The Knights shall be responsible to pay for all labor and material related to the contractor's work on the subject wall or walls.

5. The repairs or modifications to the Side Wall and the Rear Wall must be completed within 6 months after the complete execution of this Agreement.

6. Upon the complete execution of this Settlement, the parties hereto instruct their respective attorneys to file a stipulation to dismiss the Lawsuit with prejudice each party to bear their own attorney fees and costs.

7. Settlement of Disputes and Release of Claims.

### 4.1 General Release.

The parties hereto hereby release and forever discharge each other, and their employees, principals, agents, subsidiaries, heirs, attorneys, insurers, affiliated companies, personal representatives, successors, assigns and all other persons, firms, corporations and partnerships associated with the parties (collectively referred to as the "Released Entities") from any and all claims, actions, demands, causes of action, costs, judgments, expenses, attorney fees, damages and all liability whatsoever, arising out of or in any way related to the matters asserted in the Lawsuit occurring prior to the date of this General Release.

THIS GENERAL RELEASE IS INTENDED TO AND DOES COVER ALL DAMAGES OF ALL TYPES AS DESCRIBED WHETHER KNOWN TO THE PARTIES HERETO AND THEIR RESPECTIVE EMPLOYEES, PRINCIPALS,

**From:** nancyknight [mailto:nancyknight@frontier.com]  
**Sent:** Tuesday, June 06, 2017 4:46 PM  
**To:** Ken Moyer  
**Subject:** Need to revise to your original verbiage - due to current code standards

Ken,  
I don't know why you allowed Ken Gregory to dictate the agreement terms. Tamie seems to think it was me that made the original changes. I only asked for the omissions to be included (define reasonable, and add the Edwards to the Counterparts.) Then you got me sidetracked with Gregory's revision of the Item 2 on the Agreement page. It was not necessary for you to abide in Gregory's verbiage and now it is critical that we go back to your original verbiage for Item 2. As you wrote, for me to modify the wall to the CC&Rs would still allow my contractor to build it to code as well. No extra verbiage needed there. In fact do not include it. I am not here to pay you to educate them. Gregory already agreed to allow us to do a PORTION of the Edwards rear wall so your original verbiage is still good there too. Please do not allow Gregory to keep spending my time and money on games.

I am sure you see the reason why you also needed to add my three protections to the document. These people cannot be trusted.

Such a headache because I do not know my options.

Do we go to trial if we can't get some justice for me?

Nancy

# "Last Attempt"

## AGREEMENT

1. The statements made in the Recitals above are true and accurate and are incorporated as Agreements.

2. The Knights shall hire a licensed Arizona contractor to repair or otherwise modify the Side Wall to bring the Side Wall in to compliance with the provisions contained in the original design as built in 2005 and to modify a portion of the Rear Wall of the Chase Residence to restore the Knights' views by removing the filled in block areas and inserting steel railings in accordance with the design standards specified in the Declaration of Covenants, Conditions and Restrictions of Desert Lakes Golf Course and Estates, Tract 4076-B, recorded at Book 1641, Page 895, Official Records of Mohave County, Arizona ("CC&R's") for the intent of golf course views. The Knights may, but are not required to, repair and/or otherwise modify a portion of the entire Rear Wall of the Chase Residence that faces the golf course that has been filled in with block to bring the Rear Wall in to compliance with the provisions of the CC&Rs by, among other things, to restore the Knights views by removing the filled in block areas with railing to meet the same standards. The Edwards agree they will not modify or otherwise change the Rear Wall as modified by the Knights pursuant to this Paragraph in any manner that impedes or otherwise obstructs the Knights view of the golf course and surrounding area. By referring to the standards set forth in said CC&Rs, no party hereto is admitting the validity or applicability of the CC&Rs. Whether the CC&Rs encumber the Knight Residence or the Chase Residence is a legal question undecided by the court in the Lawsuit, and no agreement has been reached as to that issue by the parties.

3. The Edwards will allow the Knights contractor reasonable access to their property during normal working hours for contractor's in the Fort Mohave area at 1795 Lipan Circle in order to perform any necessary work on the Side Wall and Rear Wall.

4. The Knights shall be responsible to pay for all labor and material related to the contractor's work on the subject wall or walls.

5. The repairs or modifications to the Side Wall and the Rear Wall must be completed within 6 months after the complete execution of this Agreement.

6. The Edwards acknowledge and agree that the Side Wall is on the Knights' property as disclosed in the Record of Survey prepared by Arizona Surveying and Mapping dated October 9, 2015.

76. Upon the complete execution of this Settlement, the parties hereto instruct their respective attorneys to file a stipulation to dismiss the Lawsuit including the Counterclaim with prejudice each party to bear their own attorney fees and costs.

87. Settlement of Disputes and Release of Claims.

4.1 General Release.

FILED

BY: \_\_\_\_\_

2017 JUL 20 PM 3:55

VIRLYNN TIRNELL  
SUPERIOR COURT CLERK

1 Kenneth L. Gregory, State Bar No. 023236  
 2 T'shura-Ann Elias, State Bar No. 025460  
 3 GREGORY & ELIAS, PLC  
 3640 Highway 95, Suite 140  
 4 Bullhead City, Arizona 86442  
 Telephone: (928) 704-7267  
 5 Email: ken@gregoryandelias.com  
 6 tshura@gregoryandelias.com

7 Attorneys for Defendants Ricky and Chelsee Edwards

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MOHAVE**

10  
11 WILLIAM KNIGHT and NANCY KNIGHT,  
12 husband and wife,

Case No. CV-2016-04026

13 Plaintiffs,

**DEFENDANTS EDWARDS'  
MOTION TO  
COMPEL SETTLEMENT**

14 vs.

15  
16 LEWIS CHASE and ELIZABETH CHASE;  
husband and wife; RICKY D. EDWARDS and  
17 CHELSEE EDWARDS, husband and wife;  
18 DOES 1-10; XYZ CORPORATIONS 1-100,

19 Defendants.

20 LEWIS CHASE and ELIZABETH CHASE,  
21 husband and wife;

22 CounterClaimant,

23 vs.

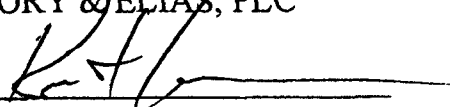
24 WILLIAM KNIGHT and NANCY KNIGHT,  
25 husband and wife,

26 Counterdefendants.  
27  
28

1 Defendants Ricky & Chelsee Edwards (“the Edwards”), by and through their  
2 undersigned counsel, hereby move to compel the enforcement of a settlement agreement they  
3 reached with Plaintiffs. This Motion is accompanied by the below Memorandum of Points  
4 and Authorities and the Exhibits attached hereto, all of which are made a part hereof.  
5

6 RESPECTFULLY SUBMITTED this 20 day of July, 2017.

7 GREGORY & ELIAS, PLC

8   
9 \_\_\_\_\_  
10 Kenneth L. Gregory  
11 Attorney for Defendants Edwards

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13  
14 This lawsuit concerns a dispute over block wall along a common residential property  
15 line. In February 2016, Plaintiffs William & Nancy Knight filed their Complaint against  
16 their then-neighbors Defendants Lewis & Elizabeth Chase, alleging Mr. Chase committed a  
17 trespass by modifying the block wall. About two months later, the Chases sold their home  
18 to Defendants Ricky & Chelsee Edwards, who were then added to the lawsuit.  
19

20 The Edwards defendants had no part in the alleged construction or modification of  
21 the block wall in question. They filed a Motion for Summary Judgment on the grounds they  
22 lacked the “intent” to trespass, and that Plaintiffs were estopped from injunctive relief. While  
23 their Motion was pending, on May 17, 2017, the parties mediated their dispute before Hon.  
24 Leonard C. Langford (retired), and they were able to reach a comprehensive settlement  
25  
26  
27  
28

1 agreement, the terms of which were read that day onto the Court's record before Hon. Charles  
2 W. Gurtler, Jr.

3 The parties informed the Court they would memorialize the settlement in the form of  
4 a formal written agreement, which would be prepared by Plaintiff's counsel and circulated  
5 amongst the parties with appropriate dismissal paperwork. Plaintiff's then-attorney, Ken  
6 Moyer, prepared the paperwork and distributed it to the other attorneys. A few minor  
7 changes were initially made, and everything seemed okay at first. However, Plaintiffs then  
8 proposed significant material changes to the proposed settlement agreement. The changes  
9 included new terms that were neither agreed to at the mediation, nor read onto the Court's  
10 record. Plaintiff's counsel then filed a motion to withdraw, and Plaintiff filed documents  
11 asserting they were somehow misled into settling. The truth is, Plaintiffs have reneged and  
12 are repudiating the settlement.  
13  
14  
15

16 Where parties give their assent to terms of settlement, the court may summarily  
17 enforce their agreement during the pendency of a lawsuit. Hays v. Fischer, 161 Ariz. 159,  
18 165 (App. 1989) (citations omitted) (finding a binding settlement agreement memorialized  
19 in letters by counsel). In Hays the Court of Appeals specifically rejected an argument that a  
20 settlement agreement was not binding where a client authorized his attorney to settle but had  
21 not signed the settlement documents. Id. at 164. The Court held that the client's express  
22 settlement authority gave his attorney the power to enter into an agreement to bind the client  
23 to a compromise of the lawsuit. Id. Where attorneys have orally agreed to terms of  
24 settlement on behalf of their clients, those terms are enforceable even though they may be  
25  
26  
27  
28

Exhibit 4 –

April 2, 2018 Transcript pages on Error in

Dismissing the Entire Count One in this case

Exhibit 4

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MOHAVE

NANCY KNIGHT, )  
 )  
 PLAINTIFF, ) CASE No. CV-2018-04003  
 )  
 and ) ORAL ARGUMENT  
 )  
 GLEN LUDWIG and PEARL LUDWIG, )  
 Trustees of THE LUDWIG FAMILY )  
 TRUST; FAIRWAY CONSTRUCTORS, INC.; )  
 MEHDI AZARMI; JAMES B. ROBERTS and )  
 DONNA M. ROBERTS, husband and wife; )  
 JOHN DOES 1-10; JANE DOES 1-10; )  
 ABC CORPORATIONS 1-10; and )  
 XYZ PARTNERSHIPS 1-10. )  
 \_\_\_\_\_ )

Before the Honorable Derek Carlisle, Judge

Monday, April 2, 2018

2:00 p.m.

Lake Havasu City, Arizona

REPORTER'S PARTIAL TRANSCRIPT OF PROCEEDINGS

Reported by: Dawn M. Duffey, Registered Professional  
 Reporter, Arizona Certified Court  
 Reporter No. 50039, California Certified  
 Court Reporter No. 10491, Nevada Certified  
 Court Reporter No. 722, Iowa Certified  
 Reporter No. 1357



1 to that --

2 MR. OEHLER: Okay. Thank you.

3 THE COURT: -- and I'll deal with that issue. I  
4 don't need to resolve that right now.

5 MR. OEHLER: Thank you.

6 Anything else, Ms. Knight?

7 MS. KNIGHT: Probably, but I just -- can I  
8 confirm what I think the understanding is? In the CC&R's it  
9 says "attempted or threatened violation," and that's what Mehdi  
10 did when he went before the planning commission and then the  
11 Board of Supervisors to try to get anybody who wanted the  
12 setback reduction in the whole project, the whole Desert Lake  
13 Golf Course and Estates subdivision. I can proceed with that  
14 part of my complaint? I think that's what you said.

15 THE COURT: All I said is that count 1 is  
16 dismissed.

17 MS. KNIGHT: I haven't memorized what are  
18 count 1 and count 2. I understand it's --

19 THE COURT: Count 1 is the setback with respect  
20 to the house.

21 MS. KNIGHT: Okay.

22 THE COURT: That's dismissed. Count 2 is not  
23 dismissed --

24 MS. KNIGHT: Egregious parts of it, yes.

25 THE COURT: -- to the extent that you have the

Exhibit 5 –

The Affidavit of Court Bias filed Feb. 21, 2023

FILED 2023 FEB 21 4:03:14 PM  
Christina Spurlock Sup Ct Clerk

1 Nancy Knight  
2 1803 E. Lipan Cir.  
3 Fort Mohave, AZ 86426  
4 Telephone: (928) 768-1537  
nancyknight@frontier.com

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

**AFFIDAVIT OF A  
CLAIM OF COURT BIAS**  
**Honorable Judge Jantzen**

18  
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  
25 This case should at once be transferred to Yavapai County Superior Court where  
26 two of the defendants in this case are defendants in that case. The Yavapai Court has  
27 denied voluntary consolidation of this case into his case. The Hon. Judge Napper has  
28 claimed eleven of the defendants in his case can be resolved in this case. He will now

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.  
27

28 This Court has effectively caused dilapidated signs to impair the enjoyment of the

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  
20

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

7  
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  
20

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



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) *Muilenburg 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  
12

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.

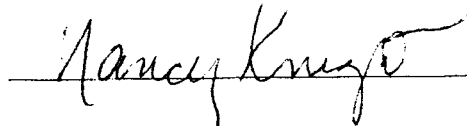
21  
22 The Court in the *Burke v. Voicestream* case also agreed that Voicestream was not  
23 entitled to claim hardship because they proceeded with construction knowing of the  
24 Restrictions. Similarly, Mr. Oehler's clients and any defendant that knowingly builds in  
25 violation of the restrictions 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 21<sup>st</sup> 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