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6 Plaintiff Pro Per

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MOHAVE**

9 NANCY KNIGHT,
10 Plaintiff,

11 vs.

12 GLEN LUDWIG, et. al.,
13 Defendants.

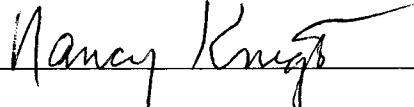
Case No.: CV 2018 04003

**REPLY TO DEFENDANT'S MAY 12,
2023 RESPONSE ON PLAINTIFF'S
OBJECTIONS TO COURT ORDER
AND SUBSEQUENT AFFIDAVIT OF
ATTORNEY FEES
FILED ON APRIL 28, 2023**

Hon. Judge Nielson

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18 **COMES NOW** Plaintiff Pro Per Nancy Knight Replying to Defendants for her
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Objection to a February 17, 2023 Court Order and subsequent April 28, 2023 Affidavit
for Attorney Fees and Costs submitted to an April 27, 2023 recused Court who had been
alleged of bias for years beginning with his actions in 2016 involving Attorney Oehler
("Oehler"). A Memorandum of Points and Authorities is attached herein.

RESPECTFULLY SUBMITTED this 17th day of May, 2023



Nancy Knight, Plaintiff Pro Per



1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Statute §12-349**

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4 The Motions filed by the Plaintiff were justified and not made in bad faith. Statute
5 §12-349 does not apply to the Plaintiff. It applies to Attorney Oehler where double
6 damages not to exceed \$5,000 have been sought to be awarded to the Plaintiff by this
7 Court. Oehler twice delayed this case with Fraud. He delayed Injunctive Relief and he
8 delayed the case further with his Motion for Summary Judgment on abandonment.
9

10
11 Pursuant to Statute §12-349 (F) in pertinent part, “without
12 substantial justification” means that the award of attorney
13 fees applies only to a claim that is groundless and not made
14 in good faith.

15 Plaintiff’s Motions were not groundless nor made in bad faith.

16 Oehler’s responses and replies were groundless and not made in good faith for any
17 number of issues that this Court wishes to rule upon in favor of the Plaintiff.

18 **II. Oehler’s Motion to Strike**

19 Plaintiff’s objection to the February 2023 Status Conference served no purpose for
20 the Plaintiff, cost her a day’s wages, and unbeknownst to her, was orchestrated for the
21 purpose of the Order for Oehler’s Affidavit of attorney fees that was made in bad faith by
22 Oehler. His fee request could have been made by Motion.
23

24 **III. Injunctive Relief**

25 Injunctive Relief was stalled by Oehler with the Fraudulent Claim that Statute
26 §33-441 protected his client’s “build to suit” business advertising signs as “for sale”
27 signs. The second judge in this matter, Hon. Judge Carlisle, wrote that he could have
28

1 ruled on Injunctive Relief if he had a photo of the sign.

2 The now recused fourth Court in this matter, was provided photographic evidence
3 that the signs were dilapidated and posed a risk of harm to persons and property as stated
4 in the Complaint and he was provided the Arizona Department of Real Estate's
5 determination that the signs were the Developer's signs and not "for sale" nor "for lease"
6 signs.
7

8
9 Paragraph 12 of the Declaration of CC&Rs states in pertinent part,
10 "No sign ...or structure... shall be erected or allowed on any of the
11 unimproved lots, and no signs shall be erected or allowed to remain
12 on any lots, improved or otherwise, provided, however, that an owner
13 may place on his improved lot "For Sale" signs". Emphasis added.

14 Oehler manipulates the language of law to suit his goal of winning at all costs. His
15 Statute §33-441 claim fooled the Plaintiff who argued the intent of the Statute was for
16 improved lots and not these unimproved lots. It was not until Plaintiff hired Attorney
17 Coughlin that she learned that no Statute would protect signage that posed a risk of harm
18 to persons and property. Plaintiff had been duped by Oehler.

19 Injunctive Relief was also intended to stop setback violations. Azarmi's breach of
20 setback restrictions has caused multiple victims, as current owners of those homes, to be
21 subject to prosecution. County personnel violate the BOS approved 20 foot setback
22 restriction for Azarmi's benefit.
23

24 The Court not only Denied the Plaintiff's Motion for Injunctive Relief but did so
25 in contempt for public safety, contempt of unfair competition, and supported the
26 Defendant's ill-gotten gain of higher profits where homes are built in violation County
27 Res. 93-122 as "clarified" for the 1989 approval of twenty foot setbacks, front and rear,
28

1 that was granted for compliance with the CC&Rs.

2 **III. Affidavit Fraud, the Sham Plea, and Vacating the Rule 19 Order**

3
4 Azarmi's 2019 Affidavit is manipulative of the Court. When the Architectural
5 Committee's term of service expired, it was the Property Owners who needed to approve
6 variances and exceptions. County Ordinances that are less restrictive do not govern.

7
8 Paragraph 21 of the CC&Rs in pertinent part, "In the event that
9 any of the provisions conflict with any applicable zoning ordinance,
10 the more restrictive shall govern."

11 Whether any other property owner in the past had to file a Complaint in civil court
12 is irrelevant. Whether the CC&Rs had been ignored since 1991 by any other property
13 owner is irrelevant (and it is untrue).

14 At paragraph 20 of the CC&Rs as paraphrased here, No failure of
15 any person to enforce shall be construed a waiver or consent for
16 Azarmi to breach or violate the Declaration.

17 Azarmi's 2019 Affidavit at Item 10 and with Oehler's full knowledge that it was
18 Fraudulent, states in pertinent part:

19 "Simply stated, ... abandonment has continued throughout the
20 history of these subdivisions without known complaint from any
21 interested entity or owner until the filing of this litigation almost
22 30 years subsequent to the subdivision's CC&R recordation."

23 Plaintiff was adjudicated standing to prosecute violations in Tract 4076-B in April
24 2018 in this Complaint and two years prior she had filed a Complaint for fence violations
25 where Oehler was the defense counsel for Chase.

26 That CC&R enforcement matter in 2016 was filed only for Plaintiff's side yard
27 fence damage but in a negotiated settlement, violations were enforced for Chase's
28 violation of the adjacent neighbor's rear yard fence as well.

1 When the Plaintiff discovered that her first attorney in the 2016 case, Lenkowsky,
2 was colluding against her with Oehler, he withdrew. Plaintiff and her husband retained
3 Attorney Moyer whose Amended Complaint (Tort: non-Motor Vehicle; Trespass and
4 Encroachment) at paragraph 23 states,
5

6 23. Defendant Chase further caused Plaintiffs a reduction in
7 property value and enjoyment of their golf course views by
8 modifying his own rear yard wall with the removal of steel
9 rails and filling in with solid block for the self-serving purpose
10 of a privacy pool and spa. Prior to the Defendants' removal of
11 the steel rails from his rear yard fence, the Plaintiffs had a view
12 of the golf course through the Plaintiff's side wall steel rails and
13 through the Defendants rear wall steel rails. According to paragraph
14 8 of the CC&Rs of the subject tract in which Defendants' property
15 is located:

16 8. "... Fences and walls visible from the street must be decorative
17 and shall not be of wire, chain link, or wood or topped with barbed
18 wire, except that on all lots adjacent to fairway lots the rear fences
19 shall be of wrought iron construction for a total fence height of
20 five feet (5') ...".

21 Fraud is a representation with falsity that is material and where the speaker's
22 knowledge of its falsity has an intent that it should be acted on by the hearer and in the
23 manner reasonably contemplated where the hearer's ignorance of its falsity and the
24 hearer's reliance of its truth with the hearer's right to rely thereon results in the hearer's
25 consequent and proximate injury. Oehler and Azarmi have committed Affidavit Fraud
26 Upon the Court and the Plaintiff.

27 Plaintiff's attempt at Leave to Amend for Fraudulent Affidavits and dismissal of
28 the 2019 Motion for Summary Judgment (MSJ) for Unclean Hands were justified and not
made in bad faith nor for dilatory purposes.

 Affidavit Fraud, based on Plaintiff's research, was found to be a criminal offense;

1 however, County Attorney Smith refused investigation and sent the Plaintiff to law
2 enforcement. Plaintiff proceeded to the jurisdiction of Oehler's office where the
3 Affidavits had originated for filing and a Bullhead City police officer plus several
4 department heads determined it was a civil matter.
5

6 Whether deliberate fraud or mistake, a preponderance of evidence is all that is
7 required in a civil action and evidence existed for the false claims made in a deliberate
8 attempt to create a frequency claim that supported abandonment of the non-waiver clause
9 of the Declaration of CC&Rs for dismissal of Injunctive Relief (the motive).
10

11 If the non-waiver clause could have been ruled abandoned then the defendants
12 would not have to prove "complete abandonment" that is futile because the Subdivision
13 has not had a change in the area that has defeated the purpose for which any restriction
14 was intended and remedy is available as it was in the case of *Burke v. Voicestream* in
15 Scottsdale AZ.
16
17

18 Every one of the Affidavits are written in the same style. Nine affiants of varying
19 levels of intelligence did not compose all of these Affidavits independently.
20

21 Fraud in the various affidavits includes: The 50% Rule - fraudulently approving
22 ten foot setbacks by County personnel who are also duped or threatened, a side yard
23 setback of six feet claimed to be a rear yard by an armchair surveyor, 116 homes with
24 setback violations based on shadows from a GIS map "surveyed" on a computer monitor
25 by the armchair surveyor, Satellite dish antennas that have not been a violation of the
26 CC&Rs since 1996, and fences that are not required in the CC&Rs when a property
27 owner develops his land piecemeal. The CC&Rs only require that if said property owner
28

1 does build fences, materials and design in Paragraph 8 must be followed. It is Mohave
2 County that requires fences by Subdivision Developers.

3
4 Fraud and language manipulation are Oehler's Modus of Operandi.

5 Civil cases are based on a preponderance of evidence and Plaintiff's Motion for
6 Leave to Amend for Affidavit Fraud was justified. Likewise, Plaintiff's attempt for
7 dismissal of the MSJ for Unclean Hands was justified. The MSJ was a Sham Plea.
8

9 But for denials by the now recused court, Motions for Injunctive Relief and
10 Dismissal of the abandonment claim for Unclean Hands would have ended the case.
11 Appeal would have been futile given the preponderance of evidence against the
12 defendants.
13

14 The defendant's abandonment claim must now prove "complete abandonment"
15 and they are in violation of Rule 12(b)(6) for continuing the charade of abandonment
16 when they have not claimed any covenant with specificity that the Plaintiff is expected to
17 defend. All known violations now being prosecuted in the 2021 case in Yavapai County
18 have remedy.
19

20
21 The Rule 19 Order should be vacated until evidence is presented, with
22 particularity of specific covenants that supports trial by jury for their claim of "complete
23 abandonment".
24

25 Sham litigation constitutes the pursuit of claims so baseless that no reasonable
26 litigant, such as Azarmi, could realistically expect to secure favorable relief. Defendant's
27 MSJ for abandonment entered a Sham Plea and caused delay in this case.
28

The MSJ was a sham to fool the gullible Plaintiff. She was fooled into spending

1 countless hours of research to defend her CC&Rs from a ruling of abandonment not
2 knowing that frequency data cannot overcome the provision of the non-waiver clause. In
3 fact, it has taken years since May 2020 for the Plaintiff Pro Per to come to understand
4 why the frequency data was baseless and did not result in dismissal of the case as was
5 intended and expected by the defendants.
6

7 **VI. The Gag Order**

8
9 Oehler's Gag Order, issued by the recused Court because he "thinks" Plaintiff did
10 something wrong, as stated during a Status Conference but was not written in the
11 memorandum style Court Order, prevents the Plaintiff from any, direct or indirect,
12 contact with any property owners out of 244 lots.
13

14 There existed no wrongdoing by the Plaintiff who is the President of the Desert
15 Lakes Unincorporated Association for the letter sent to property owners in Tract 4076-B.
16

17 Oehler raised the issue of a Class Action early in this case. Other legal
18 professionals advised a Class Action not for the Plaintiff but for the 116 victims claimed
19 by Oehler to have setback violations. It was clear to everyone that a Class Action may be
20 appropriate for these victims. The Unincorporated Association has no Resolution for
21 rights to prosecute violations. Property Owners must enforce themselves.
22

23
24 The letter to property owners stated, "POTENTIAL CLASS
25 ACTION LAW SUIT. Are you vulnerable to risk of prosecution
26 for setback violations on your home as caused by a Developer?
27 Check your plot plan to see if your home was built in violation of
28 the twenty foot (20') setbacks, front and rear. To obtain a copy
of the Application and Plot Plan for New Home Construction,
contact the Development Services office on Hancock in Bullhead
City. A Class Action Law Suit has been advised, depending on

1 the number of homes found to be in violation of twenty foot (20')
2 setbacks. Send a letter of inquiry on how and when to join to:
3 nancyknight@frontier.com”

4 The Plaintiff did not identify any particular Developer. One hundred-sixteen
5 homes cannot be proven to have setback violations and the County found evidence of
6 only 35 out of the entire 300+ acre Subdivision that was issued a permit since Azarmi's
7 Ordinance 37.C.4 was approved under the Fraudulent claim espoused by Affiant Pettit
8 that the 50% rule governs in Desert Lakes for ten foot rear yard setbacks (Item 15 on her
9 Affidavit).

11 The American Bar Association provided information relative to this case of
12 Affidavit Fraud associated with the Defendant's Motion for Summary Judgment (MSJ)
13 on abandonment as a Sham Plea.

15 It was an abuse of discretion for the now recused court to disregard any affidavit
16 that explained the basis of fraud. The court had a duty to consider the MSJ as a sham
17 plea. Affidavits submitted in support of the MSJ are subject to being scrutinized as this
18 Court is asked to do for denial of any claim of attorney fees for these defendants.

21 The purpose of the “Sham Affidavit” doctrine is to preserve the integrity of
22 summary judgments.

24 The Affidavit by Pettit is fraudulent at her Item 15 on Ord. 37.C.4 known as the
25 50% Rule. She is a Real Estate Broker well advised on Real Property Law and the
26 CC&Rs for Desert Lakes. This is Fraud for two reasons:

28 Paragraph 21 of the CC&Rs states, “In the event that any of the
provisions of this Declaration conflict with any other of the sections

1 herein, or with any applicable zoning ordinances, the more restrictive
2 shall govern.”

3 Ordinance 37.C.4 for a ten foot rear yard setbacks under the 50% Rule does not
4 govern over the BOS approved zoning for Res. 93-122.

5 The BOS Denial of Azarmi’s Res. 2016-125 states “... the
6 setbacks within the subdivision were set by BOS Resolution
7 No. 93-122. In order to change the setbacks within the Desert Lakes
8 Subdivision, an amendment would have to be made to the resolution.”

9 Oehler’s bar graph presented during Oral Arguments included TV antenna’s
10 counted by Affiant Weisz, a licensed Real Estate agent employed by Azarmi.

11 Paragraph 21 in the CC&Rs states: “The invalidity of any of one
12 or more phrases, sentences, clauses, paragraphs or sections hereof
13 shall not affect the remaining portions of this instrument or any part
14 thereof, all of which are inserted conditionally on their being held
15 valid in law and in the event that one or more of the phrases,
16 sentences, clauses, paragraphs or sections contained therein should
17 be invalid or should operate to render this agreement invalid, this
18 agreement shall be construed as if such invalid phrase or phrases,
19 sentence or sentences, clause or clauses, paragraph or paragraphs,
20 or section or sections had not been inserted. ...”.

21 Weisz has fraudulent data submitted in her spreadsheet and Oehler has violated his
22 oath and professional responsibility for defending this case with a fraudulent claim that is
23 well known as a Federal Law since 1996 that antennas and dish satellites are legal and
24 therefore shall be construed as if it had never been inserted in the 1989 Declaration of
25 CC&Rs.

26 **CONCLUSION**

27 This Court has the authority to end this case with Granting (1) Plaintiff’s Motion
28 for Affidavit Fraud (2) Motion for Injunctive Relief and (3) Dismissal of the
Abandonment Claim for Unclean Hands. Also, (4) Deny defendant’s attorney fees.

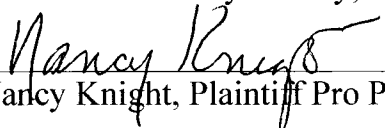
1 Ending the case will, in turn, indirectly vacate the Rule 19 stipulation regarding
2 Indispensable Parties. That, in turn, will prevent serious consequences for a precedent in
3 Arizona that will chill anyone from ever again filing a Complaint for CC&R violations
4 where the defense can just claim abandonment with no proof and cause the Plaintiff in a
5 Complaint to suffer the costs of service upon hundreds of necessary or indispensable
6 parties.
7
8

9 This Court can grant Plaintiff's Motion to Reconsider the Gag Order that is a
10 violation of Plaintiff's Constitutional Rights to free speech and has violated her ability to
11 function in her capacity as President of the Desert Lakes Unincorporated Association
12 (UA) that was recorded in January 2021.
13

14 This Court has the authority to award damages from Attorney Oehler of up to
15 \$5,000.
16

17 This Court has the authority to award attorney fees and costs from the defendants
18 where in Plaintiff's demands for judgment against the defendants in paragraph H states,
19 "For recovery of Plaintiff's attorney fees and costs incurred, in the event this action is
20 contested, pursuant to law and A.R.S. SS 12-349 and Rule 11, A.R.C.P."
21

22 **RESPECFULLY SUBMITTED** this 17th day of May, 2023

23 
24 Nancy Knight, Plaintiff Pro Per
25

26 Copy sent electronically on this day to:
27 djolaw10@gmail.com, Attorney for the Defendants

28 kalerma@courts.az.gov
designee for the Hon. Judge Nielson and was mailed to the Judge in Holbrook, AZ