

1 **LAW OFFICES**
2 **DANIEL J. OEHLER**
3 **2001 Highway 95, Suite 15**
4 **Bullhead City, Arizona 86442**
5 **(928) 758-3988**
6 **(928) 763-3227 (fax)**
7 **djolaw10@gmail.com**

8 Daniel J. Oehler, Arizona State Bar No.: 002739
9 Attorney for Defendants

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF MOHAVE**

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

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

22 Defendants.

NO.: CV-2018-04003

**RESPONSE TO PLAINTIFF'S
REQUESTED ORDER ON
DEFENDANTS' COUNSEL
AND DEFENDANTS**

23 COME NOW, the Defendants in the above-captioned cause, through counsel, the
24 undersigned, and submit herewith their collective response to Plaintiff's request/motion to
25 this Court to impose affirmative restrictions on the Defendants and Defendants' legal
26 counsel. Plaintiff's purported basis as identified in her Motion filed June 9, 2023, is the
27 simple fact that the Court, on or about September 16, 2022, after Plaintiff mailed to what
28 appears to be some if not all of the necessary and indispensable parties who have been
ordered to be joined by the Plaintiff, wholly improper, inappropriate, misleading, inaccurate
information regarding this litigation including proffering Plaintiff's legal advice. As a result
of Plaintiff's conduct and after hearing, the trial court agreed that Plaintiff's conduct was
inappropriate and the Court restricted Plaintiff's contact with the not yet joined parties.

1 Nothing similar has occurred nor known to have occurred with Defendants or their counsel.
2 The simple fact is that the Plaintiff's activities caused the restrictions and the Plaintiff
3 believes that Plaintiffs' actions should result in restrictive measures being taken against the
4 Defendants and Defendants' counsel. There is no basis in fact or law for this Court to take
5 any action on Plaintiff's Motion.

6 For these reasons and in accord with the attached Memorandum of Points and
7 Authorities, Plaintiff's Motion should be denied and Plaintiff ordered to pay Defendants'
8 attorney fees and costs incurred and to be incurred in responding to this Motion.

9 RESPECTFULLY SUBMITTED this 23rd day of June, 2023.

10 LAW OFFICES OF DANIEL J. OEHLER

11 

12 Daniel J. Oehler,
Attorney for Defendants

13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 The Plaintiff's subject restriction of contact precipitated out of Plaintiff's mailing to
15 the "to be joined necessary and indispensable parties" (the lot owners in Tracts 4076-B,
16 4076-D and 4163) a set of documents alleging the existence of "false claims" and that
17 Plaintiff was undertaking multiple measures to protect each of these lot owners from the
18 blight that would follow should the covenants be abandoned. Plaintiff pontificated therein
19 the value of all owners joining Plaintiff's "Unincorporated Association" that Plaintiff
20 created, falsely alleging compliance with the provisions of A.R.S. §13-1802(1), naming
21 Plaintiff as its president, proposing that the CC&Rs should be amended to delete or change
22 or amend multiple of the covenants and restrictions, how the owners should deal with their
23 soon to be served complaint and seek injunctive relief stopping the Defendants, that the
24 indispensable and necessary parties were "vulnerable to prosecution" for setback violations,
25 "susceptible to a class action" all in accord with the attached filing dated and filed June 10,
26 2022 (see **Exhibit A** attached hereto). Plaintiff, of course, in Plaintiff's tabloid failed to
27 advise the property owners that their "vulnerability" emanates from the Plaintiff, the
28 individual who is attempting to have encroaching setback homes cutaway and removed from

1 the setback areas. NOTE: A.R.S. §13-1801 applies to planned communities only. Tracts
2 4076-B, 4076-D and 4163, are not a planned community nor are they part of a planned
3 community. The Unincorporated Association document referred to in Plaintiff's pending
4 Motion (p. 2, lines 17-25, Motion for Gag Order dated June 9, 2023) is attached hereto as
5 **Exhibit B.**

6 Plaintiff's actions in this mail-out (**Exhibit A**) ultimately resulted in the trial court's
7 finding at a hearing on September 16, 2022, that:

8 "IT IS ORDERED that Ms. Knight shall not be involved
9 in the service of the Parties needing joined, nor shall the
10 Plaintiff, Ms. Knight, directly or indirectly have contact with the
11 Parties involved.

12 The Court advises the Notices agreed upon need to be
13 sent out by certified mail, and Mr. Coughlin in accordance with
14 the Courts ruling can send out those packets."

15 Plaintiff alleges that Plaintiff has been "seriously harmed" (current Motion, p. 2,
16 line 21) as a result of the Court's order "suffering the costs of the Association's P.O. Box
17 with no ability to inform any of the parties..."

18 The above is apparently submitted to this Court today as the thought-out reasoning of
19 the Plaintiff and the basis of Plaintiff's request for action directed at the Defendants and
20 Defendants' legal counsel although they have done nothing other than to bring Plaintiff's
21 conduct to the attention of the Court.

22 Plaintiff's current Motion with its accompanying Order is similar to Plaintiff's
23 misdirected thought process exemplified in Plaintiff's request for attorney fees pursuant to
24 the provisions of A.R.S. §12-349 against Defendants' attorney because the trial court ordered
25 "the Plaintiff pay attorney fees for the motions [Plaintiff] filed from September 29, 2022, to
26 present..." (See **Exhibit C**, Status Conference minute entry/orders dated February 17, 2023,
27 wherein the Court denied five separate motions that had been filed by Plaintiff in that time
28 period.) Apparently in the eyes of the Plaintiff, Defendants' attorney following a Court order
to submit an affidavit of fees represents attorney misconduct simply because Plaintiff doesn't
like the Court's ruling, so the Plaintiff seeks to reverse the order and is given to believe her


1 conduct is legal, sound and reasonable. There is no legitimate fact basis for the Court to even
2 consider Plaintiff's Motion and, once again, the Plaintiff should be ordered to pay
3 Defendants' legal fees for responding to these unjustified, inappropriate, meritless and
4 senseless pleadings.

5 The Court orders "A." Plaintiff in response presents pleadings requesting the entry
6 of order "B." Order "B" is the exact opposite of what the Court just ordered in "A." Plaintiff
7 then further seeks attorney fees as a non-attorney lay person for attempting to reverse a direct
8 order of this Court.

9 Plaintiff's Motion presented on this issue is without merit, should not have been filed
10 and Plaintiff should be required to pay fees and costs after filing of an affidavit in support
11 thereof. Specious nonsense motions will only stop when and if a monetary penalty is
12 imposed as is clearly evident based upon the 240 plus motions and responses previously filed.

13 RESPECTFULLY SUBMITTED this 23rd day of June, 2023.

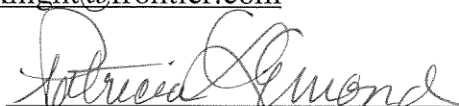
14 LAW OFFICES OF DANIEL J. OEHLER

15 
16 Daniel J. Oehler,
17 Attorney for Defendants

18 **COPY** of the foregoing emailed
19 this 23rd day of June, 2023, to:

20 Honorable Dale P. Nielson
21 Navajo County Superior Court
22 Post Office Box 668
23 Holbrook, Arizona 86025
24 (928) 524-4220
25 Katelin Lerma, Judicial Assistant
26 kalerma@courts.az.gov

27 Plaintiff
28 Nancy Knight
1803 E. Lipan Circle
Fort Mohave, Arizona 86426
(928) 768-1537
nancyknight@frontier.com

27 By: 
28 Patricia L. Emond, Legal Assistant

Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

**Response to Plaintiff's Requested Order on Defendants'
Counsel and Defendants**

EXHIBIT A

1 LAW OFFICES
2 DANIEL J. OEHLER
3 2001 Highway 95, Suite 15
4 Bullhead City, Arizona 86442
5 (928) 758-3988
6 (928) 763-3227 (fax)
7 djolaw@frontiernet.net

8 Daniel J. Oehler, Arizona State Bar No.: 002739
9 Attorney for Defendants

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

NANCY KNIGHT,
Plaintiff,
vs.

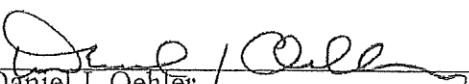
GLEN LUDWIG and PEARL LUDWIG, Trustees
of THE LUDWIG FAMILY TRUST; FAIRWAY
CONSTRUCTORS, INC.; MEHDI AZARMI;
JAMES B. ROBERTS and DONNA M.
ROBERTS, husband and wife; JOHN DOES 1-10;
JANE DOES 1-10; ABC CORPORATIONS 1-10;
and XYZ PARTNERSHIPS 1-10.
Defendants.

NO.: CV-2018-04003
REQUEST TO SET STATUS
CONFERENCE/HEARING

COME NOW, the Defendants, by and through their attorney, the undersigned, and respectfully request that this Court enter an order setting this matter for a Status Conference. This request is being filed as a result of what appears to be a failure of the Plaintiff to comply with the Court's specific and direct Orders previously issued at the Court's Status Conference that took place on May 9, 2022. A Status Conference is further requested as a result of the activity concerning this case as referenced in the attached Memorandum.

RESPECTFULLY SUBMITTED this 10th day of June, 2022.

LAW OFFICES OF DANIEL J. OEHLER


Daniel J. Oehler,
Attorney for Defendants

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MEMORANDUM

On May 9, 2022, at the most recent Status Conference concerning this matter, this Court directed the Plaintiff through Plaintiff's counsel, Jeffrey Coughlin, in pertinent part, as follows:

“The Court directs the parties to provide a rough draft of documents needed to proceed; the Court agrees that personal service upon the parties is necessary.

Discussion ensues regarding the order and new notice to the parties.

The Court directs that the order be sent to Mr. Oehler and the Court by June 7, 2022 for review.

The Court directs the Clerk to bring this file to the Court's attention on June 30, 2022.” See, 05/02/2022 Status Hearing Minute Entry.

As of the date of this Request, June 10, 2022, Plaintiff has failed to deliver the Plaintiff's proposed orders and notices to the new parties.

The Defendants directly through third persons have received the documentation attached hereto and made a part hereof as if fully set forth herein as **Exhibit A**.

It is the belief and understanding of the undersigned that the subject documentation has been sent by the Plaintiff to some or all of the lot owners in Tracts 4076-B, 4076-D and 4163 that have been ordered to be joined by this Court pursuant to this Court's Orders entered on May 9, 2022. It further appears from Plaintiff's language within the documents (**Exhibit A**) that additional lot owners may have been the recipients of Plaintiff's notices, requests, statements and directions.

It would appear that Plaintiff is attempting, without Court approval, authority or approved procedure, to allege or at least purport to allege that the matter has been converted to a A.R.C.P. Rule 23 action when, in fact, no such ruling or issue has been addressed by either Plaintiff or the Defendants, and that this Court should take such action, including issuance of orders, to properly protect both the Plaintiff's and the Defendants' positions and, more specifically and importantly, the approximate 500 additional parties who have not yet

///

1 been notified and formally joined in the action which is believed to have been the basis of
2 this Court's May 9, 2022 Order such that an approved process for Court notification and
3 service of process can be undertaken.

4 **Exhibit B** is a response by Plaintiff to a letter sent to the Plaintiff by Attorney T' Shura
5 Elias, the attorney for a recipient homeowner and who provided the Plaintiff's documentation
6 (**Exhibit A**) to Attorney Elias and that was copied by Plaintiff to the undersigned.

7 RESPECTFULLY SUBMITTED this 10th day of June, 2022.

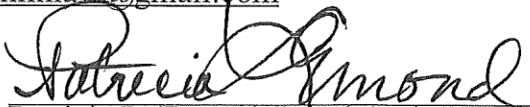
8 LAW OFFICES OF DANIEL J. OEHLER

9 
10 Daniel J. Oehler,
11 Attorney for Defendants

12 **COPY** of the foregoing emailed
13 this 10th day of June, 2022, to:

14 Honorable Lee F. Jantzen
15 Mohave County Superior Court
16 Division 4
17 401 E. Spring Street
18 Kingman, Arizona 86401
19 (928) 753-0785 Danielle
20 dlecher@courts.az.gov

21 Attorney for Plaintiff
22 J. Jeffrey Coughlin
23 J. Jeffrey Coughlin, PLLC
24 1570 Plaza West Drive
25 Prescott, Arizona 86303
26 (928) 445-4400
27 (928) 445-6828 fax
28 jjcoughlinlaw@gmail.com

22 By: 
23 Patricia L. Emond, Legal Assistant

Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

Request to Set Status Conference and Hearing

EXHIBIT A

Purpose of Your Ballot and Your Pending Summons to Join You in a Law Suit

This is an urgent Ballot measure in rebuttal to a letter with false claims that was mailed to property owners by an anonymous property owner who provided an address of rental property on Lipan Circle. This property owner sought signatures to Revoke the Covenants, Conditions and Restrictions (CC&Rs). Nancy Knight, President of the Desert Lakes Subdivision Tract 4076 Unincorporated Association (UA), did not receive the letter but was provided a copy by a property owner. Nancy forced retraction of the letter. You should have received the retraction in a post card on or about May 8, 2022.

Rules are meant to protect our property values and protect the Subdivision from blight. Revoking the CC&Rs is the goal of those who wish to do as they please regardless of any reduction in our property values.

The high priority of this Ballot for Amendments to the CC&Rs that affects your lot or lots is that no HOA (Home Owner Association) could be formed by the UA that required annual dues from any property owner.

The First Amended Declaration, if approved by owners of 75% of the lots subject to the Tract 4076-B CC&Rs, may eventually supersede all five existing Declarations with Ballots mailed to property owners in Tract 4076-A and Tract 4076-C as well for consistency and protection from Law Suits within the entire Subdivision Tract 4076.

In brief, the proposed amendments are as follows: wrought iron fences will allow more than black in color, minimum livable space square footage will conform to that cited Tract 4076-A CC&Rs, errors that caused less than five foot side yard setbacks allows an exception for a minimum of ten feet (10') between two existing adjacent structures, chain link that is prohibited for boundary fences is allowed on golf ball safety barriers, the minimum garage size dimensions includes a minimum twenty foot (20') depth, trash pickup is modified for times before and after pickup, hauling trailers that need to be hidden from public view is differentiated from recreational vehicle trailers, prohibited business advertising signage is clarified, gate access to the golf course is omitted, the antenna and satellite dish restriction is omitted, fencing all the way to the front yard street setback that does not obstruct views is allowed, the initial Architectural Committee whose term of service expired over twenty years ago clarifies members pursuant to Statute 33-1817 B, the UA President is authorized to prepare, execute and record the written instrument setting forth the approved amendments pursuant to Statute 33-1817 A.

Two volunteers are sought to complete the three-member Committee who define procedures and to fill vacancies by a majority vote of the Committee.

Attached is the Proposed "First Amended Declaration of Covenants, Conditions and Restrictions For Subdivision Tract 4076". If approved, it will be filed with the Mohave County Recorder's Office. Stricken text is language that will be omitted before filing. Underscored text includes additions and replaced text for the prepared and executed instrument that will be recorded.

Attached is a Ballot for your signature and for your insertion of your Assessor's Property Number (APN). Each APN counts as one affirmative vote in the calculation for 75% of the lots approved for filing the instrument.

Contributions to the costs incurred by Nancy Knight in preparing the First Amended Declaration, having it reviewed by an attorney, and mailing it to property owners is greatly appreciated. If 75% of the property owners returned a \$3 contribution enclosed with their signed Ballot, it would reimburse a portion of her costs in her efforts to protect Desert Lakes Golf Course & Estates with these amendments and for the costs incurred in January 2021 for Recording the Resolution that created the Unincorporated Association.

Your pending Summons to be joined in a law suit is by Court Order. See included separate letter for details.

Spread the Word.

Not every property owner will take the time to read and understand the importance of this Amended Declaration.

Encourage every property owner you know to Approve Amendments

For questions or for a PDF of the Original Declaration for any of the five Tracts contact nancyknight@frontier.com

**COURT HAS ORDERED YOU TO BE JOINED IN A LAW SUIT
YOUR SUMMONS NEEDS TO BE DELIVERED TO A PHYSICAL ADDRESS**

Please provide your physical address for Process Service below.

Nancy Knight is the Plaintiff in that law suit.

Mehdi Azarmi, Fairway Constructors, Inc. and the Glen Ludwig Trust are the Defendants.

In brief, the cause of action is Injunctive Relief to stop the Defendants from violating the CC&Rs on the homes they build and sell to unsuspecting buyer and to stop their "build to suit" business advertising in Desert Lakes Subdivision Tract 4076-B. You will be provided with a copy of the Complaint that was filed in 2018. The cause of action for Breach of Contract for one home built in violation of front and rear yard setbacks was dismissed in June 2018. That home is situated in Tract 4076-A. Plaintiff, Nancy Knight, was adjudicated rights to only prosecute violations subject to the Tract 4076-B CC&Rs.

Your Physical Address _____

Your City, State, Zip Code _____

E-mail Optional but Appreciated for purposes of communication updates on this case.

E-Mail Address _____

**Please return in the same envelope as your Official Ballot
even if you chose not to sign for the Amendments.**

POTENTIAL CLASS ACTION LAW SUIT

Are you vulnerable to prosecution for setback violations
on your home as caused by a Developer?

Check your plot plan at the Planning & Zoning annex on Hancock in Bullhead City to see if your home was built in violation of the twenty foot (20') setbacks, front and/or rear.

A Class Action Law Suit has been advised, depending on the number of homes found to be in violation of twenty foot (20') setbacks.

Send an inquiry on how and when to join to: nancyknight@frontier.com

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DESERT LAKES GOLF COURSE & ESTATES 4076 4076-B
MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED DECLARATION made and entered into this 6th day of December, 1989 2nd day of June, 2022 by ~~LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee, under Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as the Trustee for the benefit of Desert Lakes Development L.P., a Delaware Limited Partnership. the process of mailing a Ballot to owners of lots in Tract 4076-B, Tract 4163 Unit E and Tract 4076-D that are subject to the Tract 4076-B Covenants, Conditions and Restrictions. The owners (hereinafter "Owners") of not less than 75% of the total lots collectively in said tracts approved this Amended Declaration that is being Recorded on _____ day of _____, 2022. Declaration amendments by affirmative votes of the Owners is pursuant to Statute 33-1817 A.~~

WHEREAS, ~~the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 18 day of December, 1989 at Fee No. 89-67669 Owners are property owners of lots in DESERT LAKES GOLF COURSE & ESTATES TRACT 4076 whereby the Covenants, Conditions and Restrictions run with the land depicted on the 1988 approved Preliminary Plat that created Subdivision Tract 4076, County of Mohave, State of Arizona, and~~

WHEREAS, ~~the Declarant intends Owners intend to sell, dispose of or convey from time to time all or a portion thereof the lots in said Tract 4076-B their respectively owned lot or lots and desires desire to subject the same to certain protective reservations, covenants, conditions and restrictions between # the Owners and the acquirers and/or users of the lots in said tract tracts.~~

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the ~~Declarant Owners hereby certifies certify and declares declare that # they have established and does do hereby establish a general plan for the protection, maintenance, development and improvement of said tract tracts and that this declaration is designed for the mutual benefit of the lots in said tract tracts and Declarant has Owners have fixed and does do hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract tracts and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said tract tracts and of each owner thereof, and shall run with the land, and shall inure to and pass with each lot and parcel of land in said tract tracts, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement.~~

Every conveyance of any of said property or portion thereof in ~~Tract 4076-B~~ said tracts shall be and is subject to the said Covenants, Conditions and Restrictions as follows:

ARTICLE I

COMMITTEE OF ARCHITECTURE

~~Declarant Desert Lakes Subdivision Tract 4076 Unincorporated Association (hereinafter "UA") that was recorded on January 25, 2001 at Fee No. 2021004595 shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant The UA shall have the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of the lots with the subdivision have been sold by Declarant or within one year of the issuance of the original~~

public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture two years have passed from the recording of the Resolution forming the UA, the Owners, by a majority vote, may elect three members to serve on the Committee. Nothing herein contained shall prevent Declarant Owners from assigning all rights, duties and obligations of the Architecture Committee to a corporation organized and formed for and whose members consist of the owners of lots within this subdivision.

Notwithstanding anything hereinbefore stated, architectural review and control shall be vested in the initial Architecture Committee composed of ANGELO RINALDI, FRANK PASSANTINO AND STERLING VARNER until such time as ninety percent (90%) of the lots in Tract 4076 B have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first. The initial address of the said Committee shall be P.O. Box 8858 Fort Mohave, Arizona 86427. Any and all vacancies during such period shall be filled on designation by Desert Lakes Development L.P. three members whereby one member will serve as chairperson pursuant to Statute 33-1817 B. The initial address is PO Box 9436 Fort Mohave, AZ 86427.

The Owners expressly prohibit the Committee or the UA from forming a Home Owners Association (HOA). The Owners expressly prohibit the Committee or the UA from assessing annual dues from owners for any purpose whatsoever.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the lots, or any part of any such lot, until and unless the plan showing floor areas, external designs and the ground location of the intended structure, along with a plot plan and front/rear landscaping plan and a fee in the amount set by the Committee but not less than TEN DOLLARS AND NO/100 (\$10.00) nor more than ONE HUNDRED DOLLARS AND NO/100 (\$100.00) have been first delivered to and approved in writing by the Committee of Architecture. New Construction of homes is not subject to review by the Committee and therefore no Security Deposit is collected pursuant to Statute 33-1817 B.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owners upon the consent of any one of its members of said Committee. Said Committee shall by a majority vote elect one of its members as ~~chairman~~ chairperson and one of its members as secretary and the duties of such ~~chairman~~ chairperson and secretary appertain to such offices. At such time that fees for variances are collected, the Committee shall elect a Treasurer and two signatures shall be required for any funds withdrawn from a checking account to cover costs incurred for processing variances. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of the said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

ARTICLE II

LAND USE

A. General

1. All buildings erected upon the lots shall be of new construction. All such buildings must be completed within twelve (12) months from the commencement of construction. Mobile homes and all structures built, constructed or prefabricated off the premises are expressly prohibited, including but not limited to modular or manufactured structures and existing structures.
2. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. No lot shall be conveyed or subdivided smaller than that shown on or delineated ~~upon the original plat map~~ on existing approved plats, but nothing herein contained shall be so construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building site, after which time such whole lot and adjacent part of the other lot shall be considered as one lot for the purposes of these restrictions.
4. All buildings on lots not adjacent to the golf course shall have a minimum of one thousand ~~four two hundred (1,400)~~ (1,200) square feet of living space, exclusive of garages, porches, patios and basements. Buildings on all other lots, being those lots adjacent to the golf course, in ~~Tract 4076-B~~ said tracts, shall have a minimum of one thousand ~~six four hundred (1,600)~~ (1,400) square feet of living space, exclusive of garages, porches, patios and basements. No construction shed, basement, garage, tent, shack, travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.
5. All buildings shall have: (i) a maximum building height of Thirty (30) feet from the surface of the lot to the peak of the highest projection thereof; (ii) no more than two stories; (iii) no exposed radio, radio-telephone, ~~television or microwave receiving or transmitting antennas, or masts or dishes~~; (iv) no air conditioning unit on roofs; (v) a closed garage with interior dimensions of no less than twenty (20) feet wide and twenty (20) feet deep; (vi) on any roof visible from ground level at any point within ~~Tract 4076-B~~ 4076 as its exposed visible surface, clay, concrete or ceramic tile, slate, or equal as may be approved by the Committee ~~on~~ of Architecture; (vii) tempered glass in all windows facing fairways and driving range lakes.
6. All buildings and projections thereof on lots not adjacent to the golf course being ~~Lots 31, 32, 33, 34, 35, 36, 37, 41, 42, 69, 74, 78, 79, 80, 81 and 108 Block F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 Block G, Lots 21, 22, 26, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 66, 67, and 68 Block H, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 Block I, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 Block J, and Lots 1, 2, 3, 4, 5, 6, and 7 Block K,~~ shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. All buildings and projections thereof on all other lots ~~of Tract 4076-B~~ in said tracts, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. Owners approve an exception to the five foot (5') side yard setback, if due to an error in construction, as long as there is a total of ten feet (10') between two adjacent lot structures.

7. Lots 75 through 86 inclusive, Block F, shall not have direct vehicular driveway access to Mountain View Road or ~~Lippan Lipan~~ Boulevard, as the case may be, but rather shall have vehicular access from the twenty-four foot (24') access easement as depicted on the plat. No automobiles, motorcycles, bicycles or other vehicles shall be parked in said access easement.
8. Fences and walls define surveyed lot boundaries and shall not exceed six (6) feet in height and ~~shall not~~ may be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') and may be a combination of wrought iron panels atop a short block wall that does not obstruct views, white, earth tone or black in color which shall continue along the side lot line for a distance of fifteen feet (15') not less than twelve (12) feet. Golf ball safety barriers on lots adjacent to the golf course shall be free standing inside the boundary fence. The golf ball barrier netting may be of chain link. Fences, walls and railings within the twenty (20) foot front yard boundary line must be decorative, shall not exceed six (6) feet in height and shall not obstruct views. Privacy screening on wrought iron fences or gates shall not be of wood, wood based product, or any fabric that is or can become deteriorated by inclement weather such as wind and sun or the like.
9. No individual water supply system (private well) shall be permitted on any lot in the subdivision.
10. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.
11. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, ~~the corporation whose members are the lot owners, Declarant, or its successor and assigns,~~ any lot owner shall have the right to enter upon the land and remove the offending objects at the expense of the violating owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.
12. No business promotion sign, advertisement, billboard or advertising structure of any kind such as contractors for painting, swimming pools, home building or remodeling, and the like shall be erected or allowed on any of the improved or unimproved lots, and no signs shall be erected or allowed to remain on any lots, improved or otherwise, provided, however, that an owner may place on his improved lot "For Sale" signs, "For Lease" signs or "For Rent" signs until such time that the home is sold, rented or leased so long as they are of reasonable dimensions and are not dilapidated, uprooted, nor pose a risk of harm to persons or property. Signs on unimproved lots that are for sale must clearly state "For Sale" on the sign and if offered by the lot owner it must say "by owner" with the owner's contact phone number on the sign.
13. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

14. The storage of ~~a~~ perative, damaged or junk motor vehicles ~~.~~ appliances and of tools, landscaping instruments, household effects, machinery or machine parts, boats, hauling trailers or cargo trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed ~~twelve~~ fourteen hours prior to pickup and shall be hidden from view of the public right-of-way within twelve hours after pickup.
15. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.
16. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple family dwellings, including apartments, condominiums, and town houses are expressly forbidden. Casitas and patio homes are expressly forbidden.
17. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl, fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.
18. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ~~twenty-five (25)~~ ten (10) years from the date ~~hereof~~ of recording. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, ~~prior to the Declarant having sold a lot that is subject to this instrument, Declarant~~ Owners may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall ~~supereede~~ supersede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office. The President of the UA is hereby the authorized Officer in charge of filing the Amended Declaration for recording with the Mohave County Recorder's Office.
19. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
20. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for ~~Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real~~

property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions or conditions and prevent such violating party from so doing ~~or to~~ and shall recover damages or other dues for such violations. In addition to any other relief obtained from a court of competent jurisdiction, the prevailing party ~~may~~ shall recover a reasonable attorney fee as set by the court. No failure of any person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

21. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development L.P. who caused Desert Lakes Golf Course & Estates to be created, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

22. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B (1). Special Development Residential
SD-R Single Family Residential, Mobile Homes Prohibited
Land Use Regulations and Ordinances

Uses Permitted:

Single Family dwelling and accessory structures and uses normally incidental to single family residences. MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

**BALLOT
SIGNATURE EXHIBIT**

I understand that my signature on the "Official Ballot" will be used to calculate the percentage of lots approved by their respective property owners to determine whether the "First Amended Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course & Estates Subdivision Tract 4076" qualifies for filing the instrument with the Mohave County Recorder's Office. I understand that 75% of the lots must be approved for filing the "First Amended Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course & Estates Subdivision Tract 4076" with the Mohave County Recorder's Office.

I have consulted with co-owners of my lot or lots, if any, and it was agreed that my signature certifies an agreement that my signature qualifies as a favorable vote for each Assessor Parcel Number listed on the Official Ballot.

I have read and understand the language and contents of the Amendments Proposed as was underscored from the existing Declarations for said lots in Tract 4076-B, Tract 4076-D and Tract 4163 Unit E.

I also understand that a separate mailing for lots in Tract 4076-A, Tract 4076-C and Tract 4132 will be conducted and if approved by owners of 75% of those lots, one "First Consolidated and Amended Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course & Estates Subdivision Tract 4076" will be Recorded for the entire 300+acre Subdivision Tract 4076.

I understand that this amended Declaration supersedes the original Declarations for Tract 4076-B that also covered Tract 4163 Unit E and Tract 4076-D and may eventually also supersede Declarations for Tract 4076-A, Tract 4132 and Tract 4076-C. The five original Declarations were recorded at Book 1641 Page 895 (Tract 4076-B CC&Rs), Book 1808 Page 509 (Tract 4076-D CC&Rs), Book 1554 Page 197 (Tract 4076-A CC&Rs), Book 1724 Page 39 (Tract 4076-C CC&Rs) and Book 3008 Page 676 (Tract 4132). I understand that Tract 4159 is not included as it was annexed and not a part of the Original 1988 approved Preliminary Plat that created Subdivision Tract 4076.

In the event that I have an error in stating my APN or APNs as the case may be, I authorize an officer of the Desert Lakes Subdivision Tract 4076 Unincorporated Association to correct the error pursuant to my recorded Deed or the APN listed on my Assessor's Property Tax Statement.

Turn over for Official Ballot

OFFICIAL BALLOT

**Each Assessor Parcel Number (APN) qualifies as one vote.
One signature of a property owner qualifies as a favorable vote for each APN.
For example, one signature for two APNs, qualifies as two favorable votes.**

APPROVED by _____
(signature of the property owner):

Printed Name of property owner: _____

Date of Signature: _____

E-mail Address (optional) _____

APNs: _____

Site Address (s)

Copy this Ballot if more than three APNs are owned by the property owner
and sign each attached page.

Return this Ballot to:

Desert Lakes Unincorporated Association, PO Box 9436, Fort Mohave, AZ 86427

A contribution of three dollars (\$3.00) payable to Nancy Knight to help cover costs
incurred would be appreciated.

Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

Request to Set Status Conference and Hearing

EXHIBIT B

From: nancyknight <nancyknight@frontier.com>
Sent: Wednesday, June 8, 2022 2:43 PM
To: tshura@lundberg-elias.com
Cc: djolaw@frontiernet.net; Jeff Haws <Jeff.Haws@mohavecounty.us>; Divna Unipan <healthy.life@comcast.net>
Subject: Re: "Ballot"

Ms. Elias,

Thank you for letting me know it is delivered.

You seem to be too upset to read the language clearly.

What you have assumed is not what it says.

The Ballot is specific for the First Amended Declaration of CC&Rs for affected property owners who are concerned due to your clients' letter and quasi-retraction post card. The Exhibit Clerk has already been provided the Ballot, the proposed amendments, the letter from your client and the quasi-retraction post card for our pending Oral Arguments.

My consult attorney reviewed the amended declaration and offered revisions that were included as advised.

There is no Summons. There is only a request to provide accurate information for the mailing that I have to do when the entire Summons packet is ready to be served. Attorney Oehler and the Court are aware that I am diligently working on an accurate mailing for the necessary and interested parties. It would not be cost effective for me to wait until inaccurate mailings are returned as undeliverable or for forwarding addresses that have expired. It is a process and my attorney in that case is working on the language of the information letter that is to go with the Summons – if I am understanding the process correctly.

Nancy

From: tshura@lundberg-elias.com
Sent: Wednesday, June 08, 2022 1:52 PM
To: nancyknight
Cc: '[Jeff Haws](mailto:Jeff.Haws@mohavecounty.us)'; '[Dan Oehler](mailto:Dan.Oehler)'
Subject: "Ballot"

Ms. Knight,

Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

**Response to Plaintiff's Requested Order on Defendants'
Counsel and Defendants**

EXHIBIT B

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

Unofficial

**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.

Nancy Knight

President, Nancy Knight



Kayetlynn Covert

Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

**Response to Plaintiff's Requested Order on Defendants'
Counsel and Defendants**

EXHIBIT C

IN THE SUPERIOR COURT
MOHAVE COUNTY, STATE OF ARIZONA

HONORABLE LEE F. JANTZEN
DIVISION: IV COURTROOM: 201
DIGITALLY RECORDED

CHRISTINA SPURLOCK, CLERK OF SUPERIOR COURT
BY: A. RAMIREZ, DEPUTY CLERK
HEARING DATE: FEBRUARY 17, 2023

NANCY KNIGHT,

Plaintiff,

vs.

GLEN LUDWIG, et al.,

Defendant(s).

CASE NO: CV-2018-04003

STATUS CONFERENCE

START: 9:04 A.M.

ZOOM APPEARANCES: Nancy Knight, Plaintiff in Pro Per; Daniel Oehler, Attorney for the Defendant.

This is the time set for a Status Conference requested by Mr. Oehler.

The Court has reviewed the file and notes there are four (4) pending motions which include the Motion to Amend Complaint for Affidavit Fraud, Motion for Injunctive Relief Regarding Signage, Motion to Dismiss the Abandonment Claim for Unclean Hands, and the proposed order for indispensable parties.

Ms. Knight makes statements to the Court.

Mr. Oehler is willing to submit, on the record, the four motions as stated by the Court; advises the Court there are more than four (4) outstanding motions.

The Court notes that many times in this case that prior to any issue being rules upon, there are flurries of additional filings which make it difficult to ascertain what is pending.

Ms. Knight requests a new scheduling order and requests to reconsider or vacate the previous stipulated order stating the indispensable parties are necessary.

Mr. Oehler provides a case history to the Court regarding the various motions and orders filed in the case; Mr. Oehler's position does not change and argues Ms. Knight is the obligated party to serve the indispensable parties; requests the Court to determine language for proposed orders.

Ms. Knight presents arguments to the Court regarding the outstanding motions filed into the Court.

The Court states its findings for the record.

IT IS ORDERED denying the Plaintiff's Motion for Leave to Amend the Complaint for Affidavit Fraud.

IT IS ORDERED denying the Plaintiff's Motion for Injunctive Relief.

IT IS ORDERED denying the Plaintiff's Motion to Dismiss the Abandonment Claim for Unclean Hands.

IT IS ORDERED denying the Plaintiff's Motion to Reconsider the Gag Order except for the Plaintiff can serve the indispensable parties.

The Court will review the submitted orders and sign as appropriate regarding the service on indispensable parties.

Ms. Knight asks to review a ruling made by Judge Carlisle in this case. The Court indicates it has ruled on that issue already.

Ms. Knight is advised that the indispensable parties must be served with appropriate paperwork to be joined into this case – and nothing that is inappropriate.

IT IS ORDERED denying the Plaintiff's request to vacate the stipulation regarding the indispensable parties.

The Court will review the orders submitted by the parties regarding indispensable parties.

Ms. Knight presents arguments to the Court.

Mr. Oehler presents argument on attorney fees and requests the Court rule on Defendant's Motion to Strike the Plaintiff's response to the request for this hearing.

Ms. Knight presents arguments on the Motion to Strike.

IT IS ORDERED granting the Defendant's Motion to Strike the Response to the motion to set this Status Conference.

IT IS ORDERED the Plaintiff pay attorney's fees for the motions filed from September 29, 2022, to present except for the Plaintiff's Motion for Summary Judgment filed on February 2, 2023.

Mr. Oehler is directed to file an affidavit of attorney fees and Ms. Knight will have the opportunity to respond to that.

The Court will review the Proposed Orders filed on September 28, 2022, and on November 14, 2022, by the parties and send out a response later today.

The Court recesses at 9:46 a.m.

cc:

NANCY KNIGHT *
nancyknight@frontier.com
Plaintiff in Pro Per

DANIEL J. OEHLER *
djolaw10@gmail.com
Attorney for the Defendant

HONORABLE LEE F. JANTZEN *
Division IV