

FILED
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CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: VS DEPUTY

1 Nancy Knight
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (951) 837-1617
5 nancyknight@frontier.com

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 and

12 GLEN LUDWIG Trustee of THE
13 LUDWIG FAMILY TRUST; FAIRWAY
14 CONSTRUCTORS, INC.; MEHDI
15 AZARMI; JOHN DOES 1-10; JANE
16 DOES 1-10; ABC CORPORATIONS 1-
17 10; and XYZ PARTNERSHIPS 1-10.

18 Defendants.

Case No.: CV 2018-04003

**MOTION FOR CORRECTION OF
19 ERRORS OF LAW ON DOCUMENTS
20 AND EXHIBITS FOR PLAINTIFF
21 TO INCLUDE IN THE
22 SERVICE PACKETS**

Hon. Judge Nielson

23 Comes Now, Plaintiff Pro Per Nancy Knight, submitting to the Court her Motion
24 for Corrections to this Court's September 13, 2023 "First Amended Order To Plaintiff
25 For Service of Indispensable Parties" and for a revision in its entirety (see Exhibit 2).

26 This Court did not consider the positions of both the Plaintiff and Defendants or
27 the error would not have been made for the Court's claim that the owners of over 200
28 Assessor Parcel Numbers (APNs) were being sued for Breach of Contract by the Plaintiff
and therefore the Court Ordered her to sign the "Notice of Lawsuit and Request for



1 Waiver of Service of Summons” (Mr. Oehler’s Exhibit B, signed Sept. 13, by this Court).
2 This Court has made the claim on Exhibit B that a law suit has been commenced upon
3 these parties and that the Plaintiff’s Complaint is attached to the Notice. Plaintiff has no
4 evidence of grounds on which to sue over 200 noticed parties. It is wrong. It is malicious.
5

6 This process has been stalled by the erroneous assumption that Rule 19 required
7 the materially interested parties to be sued. It has come to the Plaintiff’s attention that
8 Rule 19 only requires that the materially interested parties be noticed of a Law Suit that
9 may affect them. In this matter, the law suit against the Defendants and the Defendant’s
10 claim of abandonment may affect the Property Rights of these materially interested
11 parties. These other parties are not being sued by anybody. Pursuant to Rule 19, “The
12 official comment of the federal advisory committee on civil rules on the change in
13 Federal Rule 19 is comprehensive and should be consulted.”
14
15
16

17 **MEMORANDUM OF POINTS AND AUTHORITES**

18 Federal Rule 19. General Provisions: “Whenever feasible, the persons materially
19 interested in the subject of an action—see the more detailed description of these persons
20 in the discussion of new subdivision (a) below—should be joined as parties so that they
21 may be heard and a complete disposition made.”
22

23 “New subdivision (a) defines the persons whose joinder in the action is desirable.
24 Clause (1) stresses the desirability of joining those persons in whose absence the court
25 would be obliged to grant partial or “hollow” rather than complete relief to the parties
26 before the court. The interests that are being furthered here are not only those of the
27
28

1 parties, but also that of the public in avoiding repeated lawsuits on the same essential
2 subject matter.”

3 4 **ARGUMENTS**

5 Persons materially interested in the subject of the action of abandonment of their
6 Declaration should be joined so that they may be heard by the jury. The materially
7 interested persons are not subject to an action for Breach of Contract and therefore they
8 are not being sued by the Plaintiff who has no grounds on which to sue them.

9
10 Rule 19 does not force the other parties into the action for defense of an unstated
11 Breach of Contract claim. Plaintiff has not claimed any Rule 12 (b)(6) action against
12 these other parties.

13
14 The Relief sought in this matter is Injunctive Relief to stop the existing
15 Defendants from continuing the practice of posting their “build to suit” advertising
16 signage on residential lots and to stop violating setbacks for new home construction as
17 Defendant Azarmi continued to do after this case was filed. It is also intended to stop
18 Defendant Azarmi from any future attempt to violate setbacks and threatening to violate
19 setbacks with amendments to Board of Supervisor (BOS) approved Res. 93-122 as he did
20 with his Res. 2016-125 proposal that Plaintiff Knight was able to prevent from being
21 granted on October 3, 2016 in a three to two vote by the BOS. Count One included this
22 attempted violation and was erroneously dismissed along with Defendants Roberts.
23 Defendant Azarmi, as a Planning Commissioner, is also responsible for Res. 2016-04 that
24 became Ord. 37.C.4. for continued violations of Res. 93-122.

25
26 But for the abandonment defense that has stalled this case for over three years, no
27
28

1 materially interested parties would need to be Noticed. Joining the parties listed on the
2 Excel Spreadsheet for 243 Assessor Parcel Numbers (APNs) is desirable if the court
3 could not rule on the abandonment claim in their absence. These other parties have a right
4 to share in the burden of proof of abandonment alongside the Defendants if they choose
5 to enter into this case.
6

7
8 When these other parties receive their Notice and potentially seek legal advice,
9 they can then decide what action they wish to take regarding this pending trial on
10 “complete abandonment” of the Declaration that the Defendants are claiming based now
11 on (a) setback violations that the Defendants themselves committed, (b) fence height
12 issues that are non-existent (c) gate access that is arguably an acquired possession after
13 over twenty years of acquiescence by several different golf course owners, (d) a fence
14 paint color restriction that is arguably arbitrary and where white and earth tone colors has
15 not been detrimental, (e) failure to comply with livable space square footage that is
16 inconsistent with Tract 4076-A and is arguably a typographical error of 200 sq. ft., (f) no
17 fencing violations exist – fences are not required on lots nor is fence maintenance
18 required on lots which is left to the discretion of the property owner with restrictions only
19 on fence height and materials to be used if the property owner chooses to build a fence. In
20 summary, the claim of complete abandonment is futile and is unsupported by case law.
21
22
23

24
25 Injunctive Relief for the Defendants’ misdeeds awaits a ruling by jury on the
26 Defendant’s affirmative defense of complete abandonment of the Declaration.
27

28 Plaintiff has claimed with case law evidence that there exists no “complete
abandonment” of either the Declaration nor “complete abandonment” of any Deed

1 Restriction.

2 The Plaintiff has made considerable efforts and has gone to considerable expense
3
4 in preventing law suits so that the Defendant's claims of existing violations can be
5 eliminated. These efforts and additional efforts to eliminate perceptions of existing
6 violations and to prevent claims of violations that do not fit the current climate for safety
7 have been stopped by the Court's Gag Order. The Court has prejudiced the case against
8 the Plaintiff and the Court should recuse himself or make amends as needed to restore
9 justice.
10

11 The materially interested parties have a right to contact the Court to become a
12 Defendant and share in the burden of proof and likewise share in the costs of loss if the
13 jury decides the restriction on signs has not been abandoned.
14

15 The materially interested parties have a right to contact the Court to become a
16 Defendant and share in the burden of proof and likewise share in the costs of loss if the
17 jury decides the restriction on setbacks has not been abandoned due to unclean hands and
18 for the Defendants to share in the cost of remedy to all homes suffering violations from
19 those with unclean hands.
20
21

22 The materially interested parties have a right to contact the Court to become a
23 Defendant and share in the burden of proof that the defendants did not attempt or threaten
24 to cause abandonment of setbacks with Res. 2016-125.
25

26 The materially interested parties have a right to contact the Court to become a
27 Defendant and share in the burden of proof and likewise share in the costs of loss if the
28 jury decides that no Deed Restriction claimed by the Defendants has been completely

1 abandoned.

2 The materially interested parties should not be Summoned into the action as
3 Breach of Contract defendants. Plaintiff has no grounds for a Summons nor a Waiver of
4 Service of Summons.
5

6 It is desirable for the materially interested parties, also known as Indispensable
7 Parties or Necessary Parties, to be Noticed only for the purpose of being informed of the
8 potential of an abandonment ruling that could affect their property rights and value and
9 nature of their Subdivision.
10

11 Rule 19 does not require a law suit to be commenced against any other parties.
12

13 This Court is in serious error by forcing Plaintiff's signature on a "Notice of
14 Lawsuit and Request for Waiver of Service of Summons" for a law suit being
15 commenced against the Indispensable Parties. The entire Final Order needs to be
16 Corrected. This is not a matter of Reconsideration. It is a matter of following law to
17 Correct Court Errors.
18

19 Both a Summons and Waiver of Service of Summons are inappropriate in this
20 matter. The only documents that need to be provided to the Indispensable Parties are
21 explained below:
22

23 One Notice to Property Owners as signed by this Court that is fair to both sides in
24 the case. Plaintiff's Exhibit 1 attached herein is proposed as revised from the Court's
25 signed September 13, 2023 Notice that is rife with error.
26

27 On July 27, 2023 on page 1 of the Oral Argument hearing minutes, it is stated that
28 "... the parties shall have until August 31, 2023 to either stipulate to a notice that would

1 accompany the service, or, to prepare their own draft notice that would go out in service
2 of the other documents.” Emphasis added. This Court did not follow through with giving
3
4 the Defendant and Plaintiff an opportunity to include respective Notice language that
5 would go out in Service. This Court chose to take the Defendant’s Notice verbatim and
6 totally ignore the Plaintiff’s necessary draft language for full disclosure to the parties. At
7
8 this point in time, one combined language from both sides is proposed for this Court’s
9 signature.

10 The Final Order for the documents that the Plaintiff is to include in the Service
11 Packet becomes: 1) The Notice to Indispensable Parties to be signed by the Court as
12 proposed or revised as Exhibit 1 attached to this Motion). (2) Plaintiff’s Original
13 Complaint filed January 22, 2018. 3) Defendant’s Answer filed June 19, 2018. 4) A copy
14 of the Desert Lakes Golf Course & Estates Tract 4076-B and Tract 4076-D Declarations
15 of Covenants, Conditions and Restrictions (recorded in Official Records of Mohave
16 County on December 18, 1989 at Book 1641, Pages 895-901 and on October 19, 1990 at
17 Book 1808, Pages 509-514, respectively). 5) Plaintiff’s First Amended Complaint (if
18 leave is granted by this Court for full disclosure to the materially interested other parties).

19 This Court has no legal grounds for forcing the Plaintiff into suing anybody and no
20 evidence exists that the Indispensable Parties have Breach of Contract violations.
21

22 Of the 243 addresses caused to be investigated by defense Counsel Oehler for his
23 2019 Motion for Summary Judgment on abandonment, he has submitted to this Court
24 data for Tract 4076-B addresses showing 89 lots with only a “legal” Dish antenna and he
25 has listed 18 vacant lots. This Court is expecting the Plaintiff to claim she is suing over
26
27
28

1 100 of the owners of Tract 4076-B APNs who have no violation whatsoever of the Tract
2 4076-B Declaration of CC&Rs.

3
4 This is a Kangaroo Court characterized by irresponsible violations of law and the
5 Constitution where it is supposed to be the party who claims abandonment that must
6 serve the indispensable or necessary parties and the Gag Order imposed on the Plaintiff is
7 a violation of her right to free speech. Knight is being punished for acting in the legal
8 capacity of Amending the CC&Rs to prevent law suits and informing the property
9 owners of a potential class action if they have been harmed by a developer.
10

11
12 Today, there exists evidence that many property owners have been harmed by
13 Defendant Azarmi, his family members, and his associates as listed on the Plaintiff's
14 proposed First Amended Complaint.

15
16 Plaintiff already has a law suit (CV 2022 00177) against seven property owners
17 who have been harmed by Azarmi, Siavosh, Kukreja, and Jamnejad. Plaintiff is
18 prohibited by law from filing a second law suit upon those same defendants in this case
19 who are now known as Indispensable Parties.
20

21 This Court is luring the Plaintiff into committing a crime that she then can be
22 prosecuted for by every Indispensable Party that receives the Service Packet. Luring a
23 party into a crime is entrapment.
24

25 Every claim made by Attorney Oehler's data is arguable in Court as not a violation
26 because of acquired possession, being arbitrary, and not cited as a violation in the
27 Declaration.
28

1 Gate access to the golf course has been acquiesced for over twenty years by
2 several different owners of the golf course. Plaintiff herself would argue that these
3 property owners have a right by acquired possession. Gate access was inserted
4 conditionally on being valid in law in 1989 and when it becomes invalid in law it shall be
5 construed as if it "had not been inserted". This is true of gate access and Dish antennas
6 that attorney Oehler had expected to be prosecuted by Knight. But for Knight finding that
7 antennas became legal in 1996, Mr. Oehler's second attempt at fraud upon the Plaintiff
8 would have succeeded with a high frequency of antennas on roofs. Attorney Oehler's
9 fraudulent claim that Statute 33-441 protected his client's "build to suit" signs as "for
10 sale" signs stalled this case for over two years until the Plaintiff hired an attorney who
11 refuted the allegation as did the Arizona Department of Real Estate.
12

13
14
15 Black paint color on wrought iron fences is arbitrary. Suing anyone for a white or
16 earth tone paint color would be inconsistent with Knight's Ballot measure to Amend the
17 Declaration for other than black in color. There is no existing fence paint color that
18 detracts from the appearance of the premises or is in any way detrimental to the property
19 of other persons located in the tract. Any reasonable person would agree that the Desert
20 Lakes' existing fence colors are not required to be remedied. Knight will not sue anyone
21 for wrought iron fence paint color and should not be forced by this Court to do so.
22
23

24
25 Bottom line, a law suit is not being commenced against the Tract 4076-B, Tract
26 4076-D and Tract 4163 Interested Parties.

27
28 There exists no evidence that the Defendants nor the Plaintiff have grounds for
suing all of the owners of 243 APNs.

1 Plaintiff is suing only the three existing Defendants as listed in the Caption of her
2 Original Complaint filed in January 2018 and if granted by this Court, she is suing the
3 additional Defendants as listed in the Caption of the First Amended Complaint that was
4 filed on or about September 20, 2023. Leave to Amend awaits this Court's granting or
5 denying that Motion.
6

7 This Court is in error if he intends to force Plaintiff into filing a law suit for
8 grounds that do not exist.
9

10 This Court is in error if he is claiming that the non-waiver clause has already been
11 decided and that is why the Plaintiff must prosecute all violations found by the
12 Defendants whether those violations actually exist or not.
13

14 The Defendants own real property in Desert Lakes and therefore they are the
15 parties who are suing the Indispensable Parties who they identified on the data provided
16 by Defendant Azarmi's employee Weisz.
17

18 They have made false claims on that spreadsheet data for about 131 addresses
19 among 243 APNs that the Plaintiff is being forced to claim she is suing them for. No
20 evidence exists for over 100 Parties that this Court is claiming Plaintiff must charge with
21 Breach of Contract. As this Court can see from his review of the case, he is now even
22 forcing the Plaintiff into suing parties who have vacant lots.
23


24 If the Defendants wish to file grounds for Breach of Contract, it is they who must
25 sue the Parties and be prepared with real evidence.
26

27 Fences are not required by the Declaration. Fence height on fences not adjacent to
28 the golf course can be less than 5 feet in height. There exists no real evidence that any

1 boundary fence is over 6 feet in height. Golf Ball Barriers are not boundary fences and
2 their height must exceed 6 feet to be protective in nature. Every Indispensable Party
3 would have grounds for a countersuit against the Plaintiff for filing false charges in this
4 case if this Court requires her to mail them a Waiver of Service of Summons as written
5 and submitted by Attorney Oehler and as ordered by the Court to be mailed for the First
6 Mailing that is to be mailed by November 2, 2023.
7

8
9 A Correction is urgent.

10 **RESPECTFULLY SUBMITTED** this 2nd day of October, 2023

11
12 
13 _____
14 Nancy Knight, Plaintiff Pro Per

15 Copy of the foregoing was emailed this day to:
16 djolaw10@gmail.com (Attorney Daniel Oehler, Counsel for the Defendants)

17 kalerma@courts.az.gov (Judicial Assistant to Hon. Judge Nielson)

18 Copy to be mailed to the Commission on Judicial Conduct with Plaintiff's Exhibit 1, the
19 Court's four-page Order for the Plaintiff to follow and the Court's four-page Notice to
20 Property Owners dated Sept. 13, 2023 that needs corrections.

21 Copy to be mailed to the Arizona Bar Association as advised by the office of the
22 Attorney General.
23
24
25
26
27
28

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

Notice to Property Owners

EXHIBIT 1

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

Plaintiff Pro Per

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

NANCY KNIGHT

Plaintiff,

v.

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.

Case No.: B8015 CV 2018 04003

NOTICE TO PROPERTY OWNERS

**THIS LAW SUIT MAY AFFECT YOUR DESERT LAKES
GOLF COURSE & ESTATES PROPERTY RIGHTS**

You are being noticed of the pending trial on abandonment of the Declarations of Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates Tracts 4076-B and Tract 4076-D (referred to herein collectively as “Declarations”) so that you can decide what action you wish to take, if any, regarding the pending trial by jury.

Tract 4163 has no individual declaration. Declarations run with the land and Tract 4163 lots are a part of the original Tract 4076-B land. Tract 4163 is comprised of 32 lots that were combined in whole or in part that resulted in 25 Assessor Parcel Numbers

(APNs). Twenty-four of those APNs have been developed. The Tract 4076-B Declaration applies to the Tract 4163 APNs.

A copy of the Plaintiff's January 22, 2018 Breach of Contract law suit is included with this Notice.

A copy of the Defendants' June 19, 2018 Answer is included with this Notice.

Plaintiff's January 2018 Complaint included Defendants James B. Roberts and Donna M. Roberts who were the current owners of a home built by the other three Defendants with front yard and rear yard setback violations. Oral Arguments were heard in April 2018 where it was determined that the Robert's home was to be dismissed because Plaintiff only had standing to prosecute violations for lots subject to the Tract 4076-B Declaration. Defendants Roberts were dismissed.

Some lots in Tract 4076-D are subject to both the Tract 4076-B and Tract 4076-D Declarations.

The remaining three Defendants have denied the Plaintiff's claim that the Declarations for lots in Tract 4076-B, that includes lots in Tract 4163 and lots in Tract 4076-D, are able to be enforced. The Defendants have claimed that the Declarations have been so thoroughly disregarded as to result in such a change in the area as to destroy the effectiveness of the restrictions, defeated the purposes for which they were imposed and consequently the CC&Rs have been abandoned, and are unenforceable.

The Court did not dismiss the case in 2019 when the Defendants attempted dismissal with a Motion for Summary Judgment on abandonment. Material facts exist for the jury.

The Plaintiff has denied abandonment of the Declarations by claiming case law as found in *Burke v. Voicestream Wireless Corp.*, 207 Ariz at 399, ¶ 26, 87 P.3d at 87 (Ariz. Ct. App. 2004) and others. Knight contends the fundamental character of Desert Lakes Golf Course & Estates has been maintained for the intent of a golf course and single family residential lots therefore the non-waiver provision and the entire Declaration remains valid and enforceable.

Plaintiff believes that absent an Amendment to the Declaration, as mailed between

June 2 and June 4, 2022 to property owners in Tract 4076-B and Tract 4076-D or absent a Committee approval for a variance or exception, the Conditions and Restrictions remain enforceable as intended in 1989 by the original developers of Desert Lakes Golf Course & Estates Tract 4076. Absent amendments, variances and exceptions, all lot owners are expected to comply with the Declarations for all lots in the entire Subdivision Tract 4076. Enforcement is the responsibility of the property owners. Amendments to the Declaration are authorized by Resolutions for the members of the Unincorporated Association that was recorded with Mohave County on January 25, 2021. The Unincorporated Association is not authorized to enforce the provisions of the Declarations.

A copy of both the Tract 4076-B and Tract 4076-D Declarations are included in your Service Packet of Documents.

There exists 243 APNs affected by this Notice. Plaintiff will prove parties have been Noticed and provided information on this case by filing the Return Receipt signed by the primary owner of the APN as listed on the APN's Property Tax Statement.

If you wish additional information regarding this case, you may access the Documents filed in this 2018 case from the Mohave County Superior Court's website. Click the "High Profile Cases" link at <https://www.mohavecourts.com/court-departments/clerk-superior-court/high-profile-cases> and scroll to Knight v. Ludwig et. al.

You are not being sued in this case. You are being Noticed as a property owner with a material interest in the outcome of the case on abandonment. In the event that you choose to do nothing after being Noticed of the pending trial by jury, you will be bound by the decisions of the jury regarding enforceability of the Declarations.

IT IS ORDERED if you no longer own an interest, or in the event you sell or transfer your interest during the pendency of this lawsuit, in the real property that is subject to the Declaration for Desert Lakes Golf Course & Estates Tracts 4076-B, 4076-D or Tract 4163, you shall provide written Notice to the Court and the other parties to this lawsuit that you no longer own or are selling or transferring your interest in the property. The Notice shall include your Assessor's Parcel Number together with the name, address and phone number of the new owner, as well as a copy of any documentation reflecting

the change in ownership. Your Notice and any supporting documentation shall be mailed to the Court, the Plaintiff, and the Defendant's attorney within twenty (20) days of receipt of this Notice and addressed as follows:

To the Court:

Mohave County Superior Court
Post Office Box 7000
Kingman, Arizona 86402-7000
928-753-0713

To the Plaintiff (who is not currently represented by legal counsel):

Nancy Knight
1803 E. Lipan Cir.
Fort Mohave, Arizona 86426
951-837-1617
nancyknight@frontier.com

To Defendants' Attorney

Daniel J. Oehler, Esq.
Law Offices of Daniel J. Oehler
2001 Highway 95, Suite 15
Bullhead City, Arizona 86442
(928) 758-3988
(928) 763-3227 fax
djolaw10@gmail.com

IT IS ORDERED in the event you sell or transfer your interest in the property while this case is pending, you shall provide the purchaser or transferee with a copy of the Notice, the Plaintiff's Complaint, the Defendant's Answer and the Declarations no later than the close of escrow or the date of transfer and file proof of such action with the Court and email a copy to the Plaintiff and Defendant's counsel.

IT IS ORDERED by _____ (date) or at the time of your filing an initial pleading or motion with the Court, whichever is sooner, all parties and attorneys appearing in this case SHALL designate and maintain an email address with the Clerk of the Court and the other parties. The email address will be used to electronically

distribute any document, including minute entries and other orders, rulings, and notices described in Rule 125, *Rules of the Supreme Court*, by email or electronic link in lieu of distribution of paper versions by regular mail. The email address shall be designated on each document filed. In the event that a party's email address changes, that change shall be immediately be brought to the attention of the Clerk of the Superior Court and included on subsequent filings and pleadings.

IT IS ORDERED any party who declines to provide the Clerk of the Court and the other parties with an email address SHALL be assessed the actual cost of mailing.

IT IS ORDERED that the Clerk of the Superior Court shall electronically distribute all pleadings and documents, including minute entries and other orders, rulings, and notices described in Rule 125, Rule of the Supreme Court, by e-mail or electronic link in lieu of distribution of paper versions by regular mail.

IT IS ORDERED after initial mailing of the "Service Packet" and with the exception that originals of all documents must be filed with the Clerk of the Court in electronic format, all parties are authorized to transmit documents to all other parties in electronic format and shall attach to the original document filed with the Clerk of the Court a notice that the document was transmitted electronically to the other parties along with a list of the names of the parties and email addresses to which the electronic transmission was sent.

IT IS ORDERED that you must file a responsive pleading as a Plaintiff defending the Declaration or as a Defendant seeking abrogation of the Declaration within sixty (60) days from the date of a signature on the Return Receipt for your Service Packet that includes this Notice and other documents.

DATED this _____ day of _____, 2023.

HONORABLE DALE P. NIELSON
Visiting Judge to Mohave County Court

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

Amended Order to Plaintiff for Notice to Indispensable Parties

EXHIBIT 2

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

Plaintiff Pro Per

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

NANCY KNIGHT

Plaintiff,

v.

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.

Case No.: B8015 CV 2018 04003

**ORDER TO PLAINTIFF
FOR SERVICE PACKET MAILING
TO INDISPENSABLE PARTIES**

The Court has considered the positions of both the Plaintiff and Defendants and adopts the following Order to Plaintiff for mailing the Notice and other documents to the Indispensable Parties. The Court has agreed that the Indispensable Parties are not being sued for Breach of Contract and therefore a Waiver of Service of Summons and a Summons or Acceptance of Service are inappropriate in this matter.

IT IS ORDERED the caption of this case shall not be amended until after Notice of the pending trial on abandonment is substantially accomplished and the Court can determine who among the Noticed Indispensable Parties wishes to be joined as a Plaintiff defending the Declaration or Defendant seeking abrogation of the Declaration.

IT IS ORDERED Plaintiff shall not be required to amend the Excel spreadsheet

that she has already provided to the Clerk of the Court and to the Defendant's counsel, Daniel J. Oehler, on September 9, 2023.

IT IS ORDERED Plaintiff shall cause to be mailed by Priority Mail a Service Packet of documents to the addresses on the Excel Spreadsheet for each APN in column A and will provide the Court with proof of mailing in the form of a Return Receipt as signed by the property owner or proof of mailing in the form of a postal receipt for the cost of the Priority Mail envelope that displays the tracking number and proof that the envelope was attempted to be delivered to the said address.

IT IS ORDERED that the Service Packet shall be mailed to the address in Column A of the Excel spreadsheet with the following documents:

- (a) A copy of the Court's Notice To Property Owners (Exhibit 1 as provided by the Plaintiff on October 2, 2023 for the signature of the Court).
- (b) A copy of the Plaintiff's Complaint filed January 22, 2018.
- (c) A copy of the Defendant's Answer filed June 19, 2018.
- (d) A copy of each of two Declarations of Covenants, Conditions and Restrictions for Tract 4076-B and Tract 4076-D recorded in Official Records of Mohave County on December 18, 1989 at Book 1641, Pages 895-901 and on October 19, 1990 at Book 1808, Pages 509-514, respectively.
- (e) A copy of the Plaintiff's First Amended Complaint (if granted Leave of the Court for filing the document).

The Plaintiff shall have up to sixty (60) days from the Court's decision on Leave to Amend the Complaint to complete the mailing of the Service Packets to each address listed in Column A of the Excel spreadsheet together with the Plaintiff having been provided with the Court's post-October 2, 2023 signature on the Notice To Property Owners.

If any Service Packets are returned "undeliverable" by the USPS, the Court will consider other forms of alternative Notice to Indispensable Parties.

IT IS ORDERED Plaintiff shall have no direct nor indirect personal or written contact with the to-be-noticed materially interested parties until such time as her Complaints for the violation of her civil rights pursuant to the First Amendment of the Constitution has been fully vetted in the Defendant's favor.

IT IS ORDERED that in the event that Plaintiff does not take substantial steps, as determined by the Court, to have fully complied with the specifics of this Order as set forth herein to Notice all of the materially interested parties within one hundred fifty (150) days, the entire matter will be dismissed as a Rule 54 c Final Judgment for all Counts in the Original Complaint and any Counts denied judgment in Plaintiff's First Amended Complaint that will be Appealable.

DONE IN OPEN COURT this _____ day of _____, 2023

Hon. Dale Nielson
Visiting Judge of Mohave County Superior Court