

OCT 19 2023

CLERK OF SUPERIOR COURT  
DEPUTY

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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  
11 Plaintiff,

12 vs.

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

22 Defendants.

Case No.: CV 2018 04003

**PLAINTIFF'S REPLY TO  
DEFENDANT'S OCTOBER 11, 2023  
OBJECTION FOR A LEAVE TO  
AMEND COMPLAINT**

**Hon. Judge Nielson  
Visiting Judge**

21 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, hereby being forced to  
22 Reply to Mr. Oehler's false claims in his Response to Plaintiff's Motion for Leave to  
23 Amend the Complaint. Justice and judicial economy requires that this Court grant Leave  
24 to Amend. The Defendants have no just cause to interfere in Plaintiff's right to seek  
25 justice from support of abandonment claims. Plaintiff recognizes that pages 34-36 of the  
26 Exhibit inadvertently omitted underscores, has a spelling error of fee for feet on page 18  
27  
28

1 and pleads for allowable corrections after the Motion is granted. See Appendix A.

2 Any perception that the Plaintiff is filing her Motion for Leave to Amend as some  
3 sort of avoidance in serving Indispensable Parties is erroneous. This Court has now been  
4 Motioned, pursuant to Rule 104, to follow procedure for the Defendants to serve the Rule  
5 19 Parties. As stated many times, 37 precedent cases cite *Sheets v. Dillon* 221 N.C. 426,  
6 20 S.E.2d 344 (1942) on joining indispensable parties for abrogation of contracts, for  
7 having a covenant invalidated and stricken from a deed, and for invalidation of a deed  
8 restriction, whereby it is the party that is subjecting necessary parties to loss of value that  
9 must bring in the necessary or interested parties and give them a day in court. See  
10 Appendix B for cases and language of law.  
11  
12  
13

14 The movant in an MSJ is the party that must serve the necessary parties in a claim  
15 of abandonment. Plaintiff has no need to stall this case to protect herself from a Void  
16 Order that is unlawful and signed by this Court with a November 2, 2023 deadline.  
17

18 Defendant's attorney has been causing delays in this case since 2019 with no less  
19 than three failed attempts for dismissal. Now he is supporting an obstruction of justice for  
20 which he has no clients subjected to the grounds cited in Plaintiff's Motion for Leave to  
21 Amend. Mr. Oehler does not represent Mohave County, Rovno, Kukreja, Jamnejad,  
22 Sanaye, nor Ludwig Engineering Associates, Inc. in this case.  
23  
24

25 It is time for justice to prevail in this case without any more errors by the Court as  
26 caused by Attorney Oehler. The interests being served here are not only those of the  
27 Plaintiff but of the Public in avoiding repeated law suits on the same essential subject  
28 matter. That has already occurred in CV 2018 04003 when Plaintiff had to file CV 2021



1 04071 because the biased Judge Jantzen denied Plaintiff's attorney Coughlin Leave to  
2 Amend for four Breach of Contract property owners. That case is now being tried in CV  
3  
4 2022 00177 with expanded Defendants including Michael and Judy Rovno, Ludwig  
5 Engineering Associates, Inc., Sunil Kukreja, and Mohave County Development Services  
6 (MCDS); however, the grounds against these defendants are not the same between the  
7  
8 two cases.

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 Attorney Oehler is expecting this Court to violate Rule 15(a)(2) whereby "Leave  
11 to amend **SHALL** be freely granted when justice so requires." Thus, "amendments to  
12 pleadings **SHALL** be liberally granted." *Dewey v. Arnold*, 159 Ariz. 65, 68, 764, 2d  
13 1124, 1127 (App.1988). Emphasis supplied.  
14

15 Plaintiff believes that denial of Plaintiff's Leave to Amend would unduly injure  
16 the Indispensable Parties. The First Amended Complaint should be granted and should be  
17 provided to the additional parties in their Service Packet and it should be made available  
18 on the County website. Else, all existing documents in this case would appear to favor the  
19 Defendants in the absence of full disclosure that attorney Oehler has obstructed justice, is  
20 alleged to have committed fraud ("for sale" signs), and intends to expand this law suit  
21 against his clients' misdeeds with a taking of every property owner's value in their  
22 Declaration. This Reply is necessary as a part of that record.  
23  
24  
25

26 The Gag Order should be set aside as a Void Judgment or Order. See Appendix D.  
27 Plaintiff should be allowed to discuss this case at any time with the Indispensable parties.  
28

1 Indispensable Parties also require full disclosure to seek remedy for their homes  
2 from those who caused it. Azami, his family members, and his close associates who  
3 violated the Denial of Azarmi's Res. 2016-125 for self-serving profits at the expense of  
4 these property owners are intent on continuing their destruction of intended views with  
5 ongoing setback violations. The only defense for these misdeeds was for Mr. Oehler to  
6 make a claim of abandonment and that abandonment claim is subject to the Unclean  
7 Hands Doctrine, in Plaintiff's opinion.  
8

9  
10 Plaintiff is seeking remedy from all parties who caused her setback violations in  
11 CV 2022 00177 including attorney Oehler's two clients in this case and the additional  
12 client of Ludwig Engineering Associates, Inc. for collusion in Fraud with employees of  
13 Mohave County Development Services (MCDS). MCDS is a department of Planning and  
14 Zoning where the 1998 Director Ballard was found to have caused 32 lots in Tract 4163  
15 to have ten foot rear yard setbacks in violation of Res. 93-122. Over twenty Tract 4163  
16 lot owners have a Fraud claim against Mohave County for their setback violation.  
17  
18

19 Setback violations have been mounting since 2016 and continues to mount in  
20 violation of Res. 93-122 where Azarmi and Mohave County's Ord. 37.C.4. is being used  
21 to circumvent the Board of Supervisor approved twenty foot rear yard setback for Desert  
22 Lakes Subdivision Tract 4076. Plaintiff is not time-barred from her law suit for  
23 compensation for loss of value and nature of her Declaration pursuant to the Arizona  
24 Property Rights Protection Act that she found in June 2022 that applies to Real Property.  
25  
26

27 Defendant Azarmi's collusion as a Planning Commissioner for Ordinance 37.C.4.  
28 has caused a continuing threat for a Section 6 abandonment claim. No Defendant who



1 causes abandonment should be granted an abandonment claim. Defendant Azarmi has  
2 unclean hands and the jury needs this information for justice to prevail.

3  
4 Ordinance 37.C.4. is the land use law that was enacted in 2016 after Plaintiff  
5 purchased her home in 2010. Accrual did not end in 2019 for loss of value on  
6 abandonment. Until abandonment is adjudicated, loss cannot be attributed to a specific  
7 date. Plaintiff has a right to just compensation for any pending ruling on abandonment at  
8 trial. Prop 207 was codified as Statute §12-1134. The people of Arizona declared  
9 that all property rights are fundamental rights and that all people have inalienable  
10 rights including the right to acquire, possess, control and protect property. At trial,  
11 the 90 day or three year accrual date will begin. See Appendix C.  
12  
13

14  
15 Abandonment of the Declaration or any abandonment of a Deed Restriction  
16 reduces the value and nature of Plaintiff's real property. A part of the value of real  
17 property in a golf course subdivision is the protective nature of CC&Rs. The right to sell  
18 at full market value in the absence of those protections is diminished and will continue to  
19 diminish as blight occurs over time if the claim of abandonment is granted by the jury.  
20

21 ARCP 15 (a )(2) states that "a party may amend its pleading only with leave of  
22 court or with the written consent of all opposing parties who have appeared in the action.  
23 Leave to amend **must** be freely given when justice requires." Emphasis added.  
24

25 Plaintiff's original Count One for Breach of Contract was dismissed in error. That  
26 dismissal is pending a jury decision in this case or for an Appeal. But for that dismissal  
27 error, Roberts would be subject to an amendment for his part in the violation of Section  
28

1 41. F of the Board of Adjustment (BOA) variance approved for his lot. When this case  
2 has a Final Judgment all errors regarding Roberts will be subject to Appeal. Details are a  
3 part of the original Complaint from the BOA hearing minutes on the setback variance.  
4

5 Plaintiff's original Count Two remains unchanged against the existing Defendants.  
6 Plaintiff's Count Three does not dismiss the existing LFA Defendants from any part of  
7 Count Two.  
8

9 Plaintiff's Count Three requires a new Breach of Contract claim against Michael  
10 and Judy Rovno for an owner/builder second dwelling unit applied for on June 14, 2021  
11 and built in violation of the CC&Rs. Michael and Judy Rovno are Defendants in CV  
12 2022 00177 for a setback violation on their primary residence as built by Azarmi. These  
13 are separate CC&R violation issues.  
14

15 Plaintiff was unaware of the permit application in December 2021 when CV 2021  
16 04071 was filed in Mohave County and had a change of venue to Yavapai County (CV  
17 2022 00177). That second residence needs to be prosecuted in this case in the interest of  
18 judicial economy so that a third concurrent case is not required for Desert Lakes CC&R  
19 violations. The Rovno casita violates Article II, A, Sections 4 and 5 (v) and Article II B  
20 (1) of the CC&Rs. Justice requires an Amended Complaint in this case.  
21  
22

23 Plaintiff's Count Four "Violation of County Zoning and Resolution 93-122" is  
24 contributing to the abandonment claim. Defendants have listed 100% of Tract 4163 as  
25 being in violation of the CC&Rs. Fraud claims against Sunil Kukreja, who owned the  
26 Tract 4163 land in 1998 when the fraudulent zoning change was applied for and approved  
27 in collusion with County Director of Planning and Zoning, Ballard, is being tried in CV  
28



1 2022 00177 for remedy to Plaintiff's home. Fraud claims against VP Azarmi's Ludwig  
2 Engineering Associates ("LEA") who created the 32 small lot Final Plat for Tract 4163  
3 with ten foot setbacks was deliberate and in violation of zoning established in 1988 and  
4 clarified in 1993 as Res. 93-122. But for Mohave County's fraud in claiming Plaintiff's  
5 Tract 4163 was zoned Agricultural, these collusion in fraud defendants would not have  
6 caused Plaintiff's Tract 4163 to be in violation of Res. 93-122 for twenty foot rear yard  
7 setbacks which is now contributing to the Defendant's abandonment claim. The grounds  
8 of contributing to an abandonment claim is separate from the CV 2022 00177 Fraud  
9 claim and cutting away remedy for the setback damage claims on the Plaintiff's home.  
10  
11  
12

13 Plaintiff's land was approved for Special Development Residential (SD-R) Zoning  
14 in 1988 (Res. 88-116) with a minimum lot size of 6,000 sq. ft. and front and rear setbacks  
15 of twenty feet, eleven years prior to the fraudulent claim of Agricultural zoning. This  
16 matter needs to be vetted at Trial in the interest of justice. While the fraud claims are  
17 separate issues in the Yavapai case, the setbacks contribute to the abandonment issue.  
18

19 Yavapai County Judge Napper denied Plaintiff Leave to Amend the Complaint for  
20 Fraud by Fairway, Azarmi and Ludwig Engineering. They were dismissed in error and  
21 are pending Appeal when the Hon. Judge Napper corrects his Rule 54 (c ) Final Judgment  
22 as a Rule 54 (b ) Final Judgment as required by the Appeal Court in their Order dated  
23 July 3, 2023. Another Rule 60 (b)(3) Void Judgment per Appendix D.  
24  
25

26 Plaintiff's Count Five is valid for Mohave County's violations of the Arizona  
27 Property Rights Protection Act related to Ord. 37.C.4. Any land use law enacted after  
28 purchase of a home is a prosecutable right. Plaintiff is not time-barred from prosecuting

1 Mohave County for their continuing violations of Res. 93-122 under the cover of Ord.  
2 37.C.4 that is contributing to an abandonment claim in this case and is a threat to  
3  
4 Plaintiff's value and nature of her real property.

5 An Order procured by Fraud can be attacked at any time in any court, either  
6 directly or collaterally, provided that the party is properly before the Court. See *Long v.*  
7 *Shorebank Development Corp.*, 182 F.3d 548 (7th Cir. 1999). See the Appendix D for  
8 additional law of cases that affect this matter.  
9

10 Real property damage has a statute of limitation of four (4) years pursuant to  
11 Statute §12-550 and real property damage has continued through at least Plaintiff's  
12 last Request for Public Information that revealed Mohave County has continued to  
13 violate Res. 93-122 with Ord. 37. C.4. for the period of April 2016 through  
14 November 2022 with a total of 35 setback violations throughout Desert Lakes  
15 Tract 4076 including a portion in Tract 4076-B and Tract 4076-D.  
16  
17

18 Knight has an existing reduction in value for costs applied to the home's  
19 basis in Knight's efforts to protect her property with attorney fees and costs in CV  
20 2018 04003 in the absence of this Court granting Plaintiff's October 2023 Motion  
21 and pleading for the Defendants to pay Knight for Attorney Coughlin's fees and  
22 costs from October 2020 through September 2022 when the Court was noticed on  
23 Plaintiff's request for Coughlin to withdraw.  
24  
25  
26

27 Statute §12-1134 is applicable for Injunctive Relief for Ordinance 37.C.4.  
28 with a reduction in the value and nature of Knight's subdivision as the County



1 continues to issue permits in violation of Res. 93-122 and in an apparent collusion  
2 attempt to support Azarmi's goal of a ruling of abandonment of the Desert Lakes  
3 CC&Rs in CV 2018 04003. A sum certain value has been applied for a jury  
4 decision.  
5

6  
7 Even if a Void Judgment was not allowed, anytime fraud is involved, a three  
8 (3) year statute of limitation applies pursuant to Statute §12-543(3). Fraudulent  
9 application of Ord. 37.C.4. is ongoing where it is proven to be fraudulent as  
10 applied in Desert Lakes pursuant to the Board of Supervisor Denial of Azarmi's  
11 failed Res. 2016-125. No ordinance can change the Desert Lakes setbacks without  
12 an amendment to Res. 93-122 as is stated in the Denial of Azarmi's Res. 2016-125  
13 attempt for an amendment.  
14  
15

16  
17 All parties responsible for Plaintiff Knight's damages due to the fraudulent  
18 application of Ord. 37.C.4 for permits that are contributing to Azarmi's claim of  
19 abandonment includes Mohave County, Azarmi as a former Planning Commissioner, and  
20 Azarmi as the voice and Vice President of Ludwig Engineering Associates, Inc. operating  
21 from their office on Highway 95, in Fort Mohave, AZ.  
22

23 The Short Title of County Land Use Zoning Ordinances is "Mohave County  
24 Zoning Regulations". These regulations are land use laws that are revised or  
25 become applicable on specific dates for claims subject to Statute §12-1134. See  
26 Appendix E.  
27  
28

1 Ord. 37.C.4 is such a land use regulation and is subject to prosecution for  
2 compensation of lost value and nature of Plaintiff's defense of her Declaration that  
3 has been threatened by Mohave County with Fraud in issuing permits that violate  
4 Res. 93-122 and contribute to the claim of abandonment.  
5

6 Knight did not find out about Statute §12-1134 being applicable to Ord.  
7 37.C.4 until June 2022 as captured in the Transcript of Judge Napper's Oral  
8 Argument hearing held on June 14, 2022. On or about June 9, 2022 is the accrual  
9 date for any claim of time-barring whether it is three years for fraudulent  
10 application of Ord. 37.C.4 in violation of Res. 93-122 or four years for real  
11 property damages pursuant to Statute §12-550. See Appendix F on accrual.  
12

13 Plaintiff Knight was deprived of publication notice for the hearing on Res.  
14 2016-04 that was approved as Ordinance 37.C.4. The adjudicated newspaper of  
15 general circulation in the Fort Mohave District of the unincorporated area of the  
16 County is the *Mohave Valley Daily News*. The hearing for Res. 2016-04 was  
17 published in a Kingman newspaper. Mohave County is violating Statute §39-204  
18 (C)(3) "Publication of notice; time; place" applies to prosecution whereby (C)  
19 "Publication shall be: (3) "If by a district, city or town officer, board, or  
20 commission, or by any person in a district, city or town, in a newspaper printed and  
21 published within the territorial limits thereof." Emphasis Supplied.  
22  
23  
24  
25  
26  
27

28 The identity of Azarmi who served as a Planning Commissioner from 2009



1 to 2018 and who also served on the Advisory Board from 2005 to 2017 is charged  
2 with collusion in the fraudulent language in Ordinance 37.C.4. that has been  
3 applied to all lots in Desert Lakes with evidence of the collusion as his Res. 2016-  
4 125 proposal to amend Res. 93-122 that if it had passed, would have made Ord.  
5 37.C.4. legally binding on over 700 Desert Lakes Assessor Parcel Numbers.  
6  
7

8 The identity of Azarmi as having the motive of abandonment of the Desert  
9 Lakes CC&Rs through Res. 2016-125 in conjunction with Res. 2016-04 that  
10 created Ord. 37.C.4 is his strategy for a high frequency of setback violations.  
11 Desert Lakes is a formidable competitor with Azarmi's Fairway Estates and  
12 Fairway Village Subdivisions. Desert Lakes has no HOA and Association fees but  
13 has protections from CC&Rs.  
14  
15

16 Azarmi had the motive, political connections of Supervisor Moss, and  
17 opportunity to use government employees to satisfy his desire for higher profits  
18 from larger building footprints on all lots in Desert Lakes and for his long-term  
19 competitive strategy to cause Desert Lakes CC&Rs to be ruled as being  
20 abandoned.  
21  
22

23 The weight of evidence is clearly in favor of the Plaintiff. An Amended  
24 Complaint is necessary in the interest of justice.  
25

26 **RESPECTFULLY SUBMITTED** this 16<sup>th</sup> day of October, 2023.

27   
28 \_\_\_\_\_  
NANCY KNIGHT  
Plaintiff Pro Per

1 **Exhibit 1 – Appendix**

2

3 **COPY** of the foregoing was e-mailed on October 16, 2023 to:

4

djolaw10@gmail.com

5

The law office of Daniel Oehler, Attorney for the Defendants

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

**Plaintiff's Reply**  
**Leave to Amend Complaint**

**EXHIBIT 1**

**APPENDIX**

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**APPENDIX**

**Contents herein necessary due to the eleven page limit for Replies**

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**A. Case Law on Corrections to errors**

*Haines v. Kerner*, 4040 U.S. 519-20 (1972)

“A pro per litigant should be given a reasonable opportunity to remedy defects in his pleadings if the factual allegations are close to stating a claim for relief”

Errors in First Amended Complaint at pg. 18, line 9 (fee v feet) and for omitted underscores on pgs. 34-36 to be allowed corrections.

**B. 37 cases citing *Sheets v. Dillon* on abandonment and Rule 19:**

- 1) *Karner v. Roy White Flowers, Inc.*
- 2) *Runyon v. Paley*
- 3) *Lamica v. Gerdes*
- 4) *Tull v. Doctors Building, Inc.*
- 5) *Karner v. Roy White Flowers, Inc.* (appeal)
- 6) *Chappell v. Winslow*
- 7) *Sherer v. Steel Creek Prop. Owners Ass'n*
- 8) *Wise v. Harrington Grove Cmty. Ass'n*
- 9) *Smith v. Butler Mtn. Estates Property Owners Assoc.*
- 10) *Hawthorn v. Realty Syndicate, Inc.*
- 11) *Stegall v. Housing Authority*
- 12) *Realty Co. v. Hobbs*
- 13) *Reed v. Elmore*
- 14) *Schoenith v. Realty Co.*
- 15) *Muilenburg v. Blevins*
- 16) *Hege v. Sellers*
- 17) *Malamphy v. Potamac Edison Co.*
- 18) *Story v. Walcott*
- 19) *Sedberry v. Parsons*
- 20) *Higdon v. Jaffa*
- 21) *Vernon v. Realty Co.*
- 22) *Warrender v. Gull Harbor Yacht Club, Inc.*
- 23) *Fairfield Harbour Prop. Owners Ass'n v. Midsouth Golf Llc*
- 24) *Fairfield Harbour Prop. Owners Ass'n v. Midsouth Golf Llc* (appeal)
- 25) *Bodine v. Harris Village Property Owners*
- 26) *Harrison v. Lands End of Emerald Isle Assoc*



- 1 27) *Wein II, LLC v. Porter*
- 2 28) *Wein II, LLC v. Porter* (appeal)
- 3 29) *Dep't of Transp. v. Fernwood Hill Townhome*
- 4 30) *Page v. Bald Head Ass'n*
- 5 31) *Mills v. Enterprises, Inc.*
- 6 32) *Srickland v. Overman*
- 7 33) *Quadro Stations v. Gilley*
- 8 34) *Building Co. v. Peacock*
- 9 35) *Land Corp. v. Styron.*
- 10 36) *Hale v. Moore*
- 11 37) *Church v. Berry.*

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

16 Knight does not desire to have any of the covenants invalidated. In other words, it  
17 is the party who seeks abrogation of the CC&Rs who **must** join indispensable parties  
18 regardless of the nomenclature of plaintiff or defendant in an action.

19 The legal definition of a movant is the party with the burden of proof. The movant  
20 in the motion for Summary Judgment in this case has the burden of proof of "complete  
21 abandonment". He is the Plaintiff (movant). Plaintiff's bear the burden of proof. Azarmi  
22 is the Plaintiff (movant) in the Summary Judgment action on abandonment.

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

26 The Burke's purchased a home in a subdivision in Scottsdale, AZ. The Declarant  
27 chose not to form a homeowner association. The CC&Rs included a non-waiver  
28 provision. Other violations had occurred in the subdivision and Voicestream claimed

1 abandonment of the Covenants.

2 Pursuant to case study, “Voicestream’s evidence failed to establish that the prior  
3 violations of the restrictive covenants had ‘destroyed the fundamental character of the  
4 neighborhood.’”

5 Knight claims Mr. Oehler’s client’s evidence fails to establish that prior violations  
6 have destroyed the fundamental character of the combined Subdivision Tracts 4076-B,  
7 Tract 4076-D and Tract 4163 that are subject to the Tract 4076-B CC&Rs in this case.  
8 The fundamental character of Subdivision Tract 4076 remains a golf course subdivision  
9 with estate homes as was intended by Desert Lakes Development LP.

10 Quotes from the case: “Even though Voicestream presented evidence that the  
11 homeowners acquiesced in prior violations, the Court said ‘we have not been presented  
12 any persuasive reason why the non-waiver provision of the Restrictions should not be  
13 enforced in this instance.’. No evidence was presented, that Burkes’ subdivision is no  
14 longer a "choice residential district." The violations described by Voicestream have not  
15 destroyed the fundamental character of the neighborhood. We conclude, as a matter of  
16 law on the record before us, that the non-waiver provision of the Restrictions remains  
17 enforceable and the subdivision property owners have not waived or abandoned  
18 enforcement even though they or their predecessors have acquiesced in several prior  
19 violations of its provisions.”

20 **C. Prop 207 Initiative & Article 2.1. Private Property Rights Protection Act**

21 Title 12, chapter 8, Arizona Revised Statutes, is amended by  
22 adding article 2.1, to read:

23  
24 **Article 2.1. PRIVATE PROPERTY RIGHTS PROTECTION ACT**  
25 **12-1134. Diminution in value; just compensation**

26 A. If the existing rights to use, divide, sell or possess private real  
27 property are reduced by the enactment or applicability of any land  
28 use law enacted after the date the property is transferred to the owner



1 and such action reduces the fair market value of the property the  
2 owner is entitled to just compensation from this state or the political  
3 subdivision of this state that enacted the land use law.

4 E. If a land use law continues to apply to private real property  
5 more than ninety days after the owner of the property makes a  
6 written demand in a specific amount for just compensation to  
7 this state or the political subdivision of this state that enacted  
8 the land use law, the owner has a cause of action for just  
9 compensation in a court in the county in which the property is  
10 located, unless this state or political subdivision of this state and  
11 the owner reach an agreement on the amount of just  
12 compensation to be paid, or unless this state or political  
13 subdivision of this state amends, repeals, or issues to the  
14 landowner a binding waiver of enforcement of the land use law  
15 on the owner's specific parcel.

16  
17 G. An action for just compensation based on diminution in value  
18 must be made or forever barred within three years of the  
19 effective date of the land use law, or of the first date the  
20 reduction of the existing rights to use, divide, sell or possess  
21 property applies to the owner's parcel, whichever is later.

22 H. The remedy created by this section is in addition to any other  
23 remedy that is provided by the laws and constitution of this  
24 state or the united states and is not intended to modify or  
25 replace any other remedy.

26  
27 i. Nothing in this section prohibits this state or any  
28 political subdivision of this state from reaching an  
agreement with a private property owner to waive a claim

1 for diminution in value regarding any proposed action by  
2 this state or a political subdivision of this state or action  
3 requested by the property owner.  
4

5 **Other statutes related to the Arizona Private Property Rights Protection Act**

6 **Statute §12-820 Definitions (in pertinent part):**

- 7 1. "Employee" includes an officer, director, employee or servant,  
8 whether or not compensated or part time, who is authorized to  
9 perform any act or service. Employee includes non-  
10 compensated members of advisory boards appointed as  
11 provided by law.  
12 2. "Injury" means death, injury to a person, damage to or loss of property  
13 or any other injury that a person may suffer that would be actionable  
14 if inflicted by a private person.  
15 3. "Public employee" means an employee of a public entity.  
16 4. "Public entity" includes any political subdivision of this state.

17 **Statute §12-1135. Attorney fees and costs**

- 18 A. A property owner is not liable to this state or any political  
19 subdivision of this state for attorney fees or costs in any  
20 eminent domain action or in any action for diminution in value.  
21 D. A prevailing plaintiff in an action for just compensation that is  
22 based on diminution in value pursuant to section 12-1134 may  
23 be awarded costs, expenses and reasonable attorney fees.

24 **Statute §12-1136. Definitions** In this article, unless the context otherwise  
25 requires:

- 26 1. "fair market value" means the most likely price estimated in terms  
27 of money which the land would bring if exposed for sale in the open  
28 market, with reasonable time allowed in which to find a purchaser,



1 buying with knowledge of all the uses and purposes to which it is  
2 adapted and for which it is capable.

3 2. “just compensation” for purposes of an action for diminution in  
4 value means the sum of money that is equal to the reduction in fair  
5 market value of the property resulting from the enactment of the land  
6 use law as of the date of enactment of the land use law.

7  
8 3. “land use law” means any statute, rule, ordinance, resolution or law  
9 enacted by this state or a political subdivision of this state that  
10 regulates the use or division of land or any interest in land or that  
11 regulates accepted farming or forestry practices.

12 4. “owner” means the holder of fee title to the subject real property.

13  
14 6. “taken” and “taking” mean the transfer of ownership or use  
15 from a private property owner to this state or a political  
16 subdivision of this state or to any person other than this state or  
17 a political subdivision of this state.

18 **Statute §12-1137. Applicability**

19  
20 If a conflict between this article and any other law arises, this article  
21 controls.

22 **Statute §12-1138. Severability**

23  
24 If any provision of this act or its application to any person or  
25 circumstance is held invalid that invalidity does not affect other  
26 provisions or applications of the act that can be given effect without  
27 the invalid provision or application, and to this end the provisions of  
28 this act are severable.

1 **D. Void Judgments**

2 1. The 14th amendment of the United States Constitution gives everyone a right  
3 to due process of law, which includes judgments that comply with the rules and  
4 case law.

5 2. In *Griffen v. Griffen*, 327 U.S. 220, 66 S. Ct. 556, 90 L. Ed. 635 a pro se  
6 litigant won his case in the Supreme Court who stated, "A void judgment is a  
7 nullity from the beginning, and is attended by none of the consequences of a valid  
8 judgment. It is entitled to no respect whatsoever because it does not affect, impair,  
9 or create legal rights." Ex parte *Seidel*, 39 S.W.3d 221, 225 (Tex. Crim. App.  
10 2001), Ex parte *Spaulding*, 687 S.W.2d at 745 (Teague, J., concurring).

11 3. The law is well-settled that a void order or judgement is void even before  
12 reversal", *VALLEY v. NORTHERN FIRE & MARINE INS. CO.*, 254 U.S. 348,41  
13 S. Ct. 116 (1920) "Courts are constituted by authority and they cannot go beyond  
14 that power delegated to them. If they act beyond that authority, and certainly in  
15 contravention of it, their judgments and orders are regarded as nullities; they are  
16 not voidable, but simply void, and this even prior to reversal." *WILLIAMSON v.*  
17 *BERRY*, 8 HOW. 945, 540 12 L. Ed. 1170, 1189 (1850).

18 4. It has also been held that "It is not necessary to take any steps to have a void  
19 judgment reversed, vacated, or set aside, It may be impeached in any action direct  
20 or collateral." *Holder v. Scott*, 396 S.W.2d 906, (Tex.Civ.App., Texarkana, 1965,  
21 writ ref., n.r.e.).

22 5. A court "cannot confer jurisdiction where none existed and cannot make a void  
23 proceeding valid. It is clear and well established law that a void order can be  
24 challenged in any court", *OLD WAYNE MUT. L. ASSOC. v. McDONOUGH*, 204  
25 U. S. 8,27 S. Ct. 236 (1907). Judgment is a void judgment if court that rendered  
26 judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a  
27  
28



1 manner inconsistent with due process, Fed. Rules Civ. Proc., Rule 60(b)(4), 28  
2 U.S.C.A., U.S.C.A. Const.

3 6. FRCP RULE 60(b)(3) provides that the court may relieve a party from a final  
4 judgment for fraud, misrepresentation, or misconduct by an adverse party; A Party  
5 Affected by VOID Judicial Action Need Not APPEAL. State ex rel. Latty, 907  
6 S.W.2d at 486. It is entitled to no respect whatsoever because it does not affect,  
7 impair, or create legal rights. Ex parte *Spaulding*, 687 S.W.2d at 745 (Teague,  
8 J., concurring).

9 7. This cannot be ignored its fact recorded! Judgment is a void judgment if court  
10 that rendered judgment lacked jurisdiction of the subject matter, or of the parties,  
11 or acted in a manner inconsistent with due process, Fed. Rules Civ. Proc., Rule  
12 60(b)(4), 28 U.S.C.A., U.S.C.A. Const. Amend. 5 —*Klugh v. U.S.*, 620 F.Supp.  
13 892.

14 8. Rule 60 (b) (4) circumstances under which a judgment is void.

15  
16 **E. Land Use Regulation Dates after Knight purchased her home** (underscores for  
17 emphasis)

18 1. March 1, 2010. Amending the Mohave County Zoning Ordinance creating a  
19 new Section 19.1, Regulations for Planned Area Development or “Pad” Zone,  
20 and amending Section 12, Establishment of Zones, and Section 25, Setbacks  
21 and Area Requirements. (Res. 2010-045)

22 2. April 5, 2010. Amending Section 27.H, General provisions, Fences, Hedges  
23 and Similar Structures, of the Mohave County Zoning Ordinance (Res. 2010-  
24 067)

25 3. August 2, 2010. Amending Section 8 Fees, Section 27.I.2.b.3.k  
26 Manufactured Home Parks, Section 27.J.3.a.6 RV Parks-General Provisions,  
27 Section 27.O.2 Home Occupation-General Provisions, Section 27.U.E.1  
28 Wireless Communication Towers and Facilities, Section 29.C Zoning  
Inspection and Enforcement, Section 30.D.2 Board of Adjustment and

1           Variiances, Section 31.C Signs, Section 32.7 Addressing and Road Naming  
2           Regulations, and Section 33.E Sexually Oriented Business of the Mohave  
3           County Zoning Ordinance to remove the fee schedule from the Zoning  
4           Ordinance for placement in a separate ordinance or resolution. (Res. 2010-  
5           166)

6           4. March 7, 2011. Amending the Mohave County Zoning Ordinance to  
7           amend Section 27.H, General Provisions, Fences, Hedges and Similar  
8           Structures, of the Mohave County Zoning Ordinance. (Res. 2011-03)

9           5. March 7, 2011. Amending the Mohave County Zoning Ordinance to amend  
10           Section 25, Setbacks and Area Requirements, of the Mohave County Zoning  
11           Ordinance. (Res. 2011-04)

12           6. August 6, 2012. Amendment to the Mohave County Zoning Ordinance,  
13           Section 6, Incorrect or Omitted Information, to clarify the minimal level of  
14           information necessary to review an application. (Commission recommended  
15           approval by unanimous vote). (Res. 2012-04)

16           7. May 20, 2013. Providing false information to, or withholding information  
17           from, the BOS in reference to employees. (Res. 2013-05)

18           8. July 1, 2013. Amend the Mohave County Zoning Ordinance, regarding  
19           permit requirements in Section 27.H.2.e.1 of General Provisions, Fences,  
20           Hedges and Similar Structures, to provide for issuance of zoning permits.  
21           (Res. 2013-07)

22           9. July 1, 2013. Amend the Mohave County Zoning Ordinance, Section 25,  
23           Setbacks and Area Requirements, to provide clarification and to increase the  
24           maximum density of lot coverage. (Res. 2013-09)

25           10. July 7, 2014. Amend the Mohave County Zoning Ordinance, Section  
26           31.H.4, Sign Ordinance, Off-premise Signs, regarding provisions for their  
27           location, minimum separation, and relationship to designated scenic routes  
28           and vistas. (Res. 2015-02)



1 11. June 1, 2015. Update the currently adopted Mohave County Building  
2 Codes to the 2012 editions of the International Code Council codes and the  
3 2011 National Electrical Code and incorporating the amendments developed  
4 by the Mohave County Building Code Advisory Board and Planning and  
5 Zoning Commission. The existing fee schedule will be implemented,  
6 unchanged, to administer the building inspection program in the  
7 unincorporated area of Mohave County. (Res. 2015-04)

8 Amended by Ordinance Res. 2017-01 on May 1, 2017

9 12. November 2, 2015. Amend the Mohave County Zoning Ordinance,  
10 regarding: reduction in many development Setback requirements; increasing  
11 residential lot coverage; simplified and streamlined procedures for land use  
12 permits; administrative issuing of some accessory residence permits;  
13 allowing cottage industries in some Agricultural-Residential zones; signs;  
14 removal of Addressing and Road Naming instructions; removal of non-  
15 pertinent or non-enforceable sections. Items dealing with the Industrial  
16 Performance Standards tabled for at least 90 days for Planning and Zoning  
17 Commission to review and re-submit to the Board. (Res. 2015-07)

18 13. May 2, 2016. Amendment to Section 37.C., Projections into Yards, of the  
19 Mohave County Zoning Ordinance to allow covered patios and residential  
20 accessory structures to encroach into the required rear yard. (Res. 2016-04)

21 14. August 1, 2016. Amendment to the Mohave County Zoning Ordinance,  
22 Section 42.B. Definitions, Section 42.K.4.f., and Section 42.K.4.g., Off-  
23 Premise Signs, to allow changes to be made to the Free-Standing Sign  
24 definition, and to allow for off-premise signs on water and fuel tanks, and  
25 allow off-premise signs in the I-40 Industrial Area. (Res. 2016-08)

26 15. May 1, 2017. Amending Section 11.A.3(1), Amendments and Deletions  
27 to Technical Codes, The International Residential Code, of Mohave County  
28 Ordinance No. 2015-04 to increase the size of residential accessory