

1 **MEMORANDUM OF POINTS AND AUTHORITES**

2 Plaintiff contends that she did not avoid a Court Order issued by Hon. Judge
3 Jantzen. This adjudicative fact is supported by defense counsel Oehler who is defending
4 three parties in CV 2018 04003 where two of his three clients are also parties in the
5 Appeal case in Yavapai County (CV 2022 00177).
6

7 Judge Jantzen twice Ordered Plaintiff Knight to serve the parties. The first Order
8 in early February 2022 was “improper” as a Rule 54 (b) Order that did not dismiss a
9 claim or party and therefore the Appeal Court denied Plaintiff’s Attorney Coughlin’s
10 Appeal.
11

12 But for the Rule 54 (b) Order by Judge Jantzen, the Appeal Court would have
13 resolved the issue of who is to join Rule 19 parties pursuant to case law.
14

15 The second Order by Judge Jantzen on February 13, 2023, a year later, was also
16 improper for not following the law of cases and was also improper as a failure on the part
17 of the Court to provide a Notice to Property Owners for the service packet.
18

19 This failure of Judge Jantzen was found by this Court in June 2023 during your
20 Status Conference. On September 13, 2023 this Court issued a new Order for Plaintiff to
21 serve the Rule 19 parties. Two issues for Appeal affect the September 13, 2023 Order.
22

23 The Gag Order is one-sided against the Plaintiff alone. The Gag Order was
24 imposed due to a mailing by Knight in her capacity as President of the Desert Lakes
25 Subdivision Tract 4076 Unincorporated Association (UA). Plaintiff in her capacity as a
26 party to this law suit did nothing illegal for the imposition of a Gag Order. This Court
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1 disagrees and therefore an Appeal is necessary for relief and understanding on the
2 controversy.

3
4 The matter of joining the Rule 19 parties to give them an opportunity for a day in
5 court does not require a law suit to be commenced upon the parties especially when the
6 Plaintiff has no grounds for so doing. This is another issue of disagreement with this
7 Court that requires Appeal.

8
9 In fact, it is the Defendants who have cause to sue the parties if their claim that
10 hundreds, if not thousands, of violations have occurred in Tracts 4076-B, Tract 4076-D,
11 and Tract 4163 that have only about 244 residential lots. If on Appeal, the case is
12 remanded back to either this court or consolidated into the companion case in Yavapai
13 County, Defendants will need to provide real evidence for trial. Affidavits that are rife
14 with error will most likely need to be vetted on the stand at trial.

15
16
17 This court has claimed he cannot change any order issued by the former Court.
18 Plaintiff has asserted otherwise and made the claim that the former Court's orders are
19 Void Judgments.

20
21 Plaintiff incorporates herein Exhibit 1 and Exhibit 2 as filed with the Commission
22 on Judicial Conduct on or about December 14, 2023. Plaintiff filed an Affidavit of Court
23 bias and was in the process of following Rule 42.2 with her reasons to remove Judge
24 Jantzen for cause. **Exhibit 1** is the Letter to the Commission with Orders by Judge
25 Jantzen and Judge Lambert. **Exhibit 2** is Plaintiff's First Corrected Motion for
26 Reconsideration with Rule 42.2 Reasons that includes references to the Plaintiff's
27 companion case in Yavapai County that had a change of venue from Mohave County.
28

1 That Motion with Rule 42.2 Reasons was stopped by Judge Jantzen who declared
2 himself not biased and prevented Plaintiff from filing any other document with the Hon.
3 Judge Lambert who had been assigned the duty of evaluating Plaintiff's Affidavit of
4 Court Bias and subsequent attempts to correctly file Rule 42.2 Reasons that supported the
5 claim of bias.
6

7
8 There existed no Order issued by Judge Jantzen that could be followed by the
9 Plaintiff when this case was filed on or about December 27, 2021 in Mohave County and
10 was subsequently granted a Change of Venue in 2022 to Yavapai County.
11

12 There exists no Order issued by the Mohave County Courts, then or now, that does
13 not violate multiple areas of law.
14

15 Both Courts in Mohave County are alleged to be abusing their discretion and
16 violating case law on who is to serve Rule 19 parties. That issue requires Appeal before a
17 dangerous precedent is set in Arizona that will chill any other party from filing a
18 Complaint to enforce CC&Rs.
19

20 Both Courts are violating Plaintiff's right to free speech for her acting in the
21 capacity of President of the "Desert Lakes Subdivision Tract 4076" Unincorporated
22 Association. The name of the Unincorporated Association (UA) is not a misnomer. It is
23 the official name used by Mohave County at Whereas 2 on page 1 of 3 for Defendant
24 Azarmi's 2016 Denial of his attempt to amend Res. 93-122 with Res. 2016-125. "Desert
25 Lakes Golf Course" became a misnomer in 2013 when the golf course was sold and the
26 name was changed to the Huukan Golf Club. **Exhibit 3** – UA Recorded on Jan. 25,
27 2021 and October 13, 2016 Recorded Denial of Res. 2016-125. The Gag Order is
28

1 unconstitutional.

2 By May 2023, due to Judge Jantzen recusing himself for Plaintiff's claims of bias,
3 that included the inappropriate abuse of discretion and avoidance of case law for a party
4 who is defending the Declaration of CC&Rs to be subject to process service upon the
5 Rule 19 parties, this Court wrote another Order on September 13, 2023. **Exhibit 4** – First
6 Amended Order to Plaintiff.
7

8
9 This Court included a "Notice to Property Owners" but also included a "Notice of
10 Lawsuit and Request for Waiver of Service of Summons" as a part of the First Amended
11 Order at ¶1.f. that Plaintiff objects to signing and mailing. It was not authored by the
12 Plaintiff as it appears in the area above the Caption and is forcing a signature by the
13 Plaintiff that she could not sign. **Exhibit 5** – Notice of Lawsuit.
14

15
16 Plaintiff has no grounds for suing the Rule 19 Parties who could then countersue
17 the Plaintiff for violating Rule 12 (b)(6). Seven Breach of Contract defendants in CV
18 2022 00177 are among the Rule 19 Parties who could then claim contravention for suing
19 them in two concurrent cases.
20

21 Plaintiff filed motions for Declaratory Judgments on November 21, 2023 in an
22 attempt to end the controversies over what the Court considers Grounds for the Plaintiff
23 to sue the parties and requested the Court to declare that she did not avoid either of Judge
24 Jantzen's Orders. Attorney Oehler responded that Defendants by and through their
25 attorney..., "moved to deny" every motion made by the Plaintiff on November 21, 2023.
26 At this time, five motions for Declaratory Judgments awaits Court decisions.
27

28 Plaintiff found the September 13, 2023 Replacement Orders to be in error.

1 Plaintiff's October 5, 2023, (mailed Oct. 2) "Motion for Correction of Errors of
2 Law on Documents and Exhibits for Plaintiff to Include in the Service Packets" closed
3 with "A Correction is urgent". The urgency was due to a matter in Yavapai County that
4 was not answered with the urgency needed and led to Plaintiff filing her Notice of Appeal
5 in Yavapai County.
6

7
8 Eventually, this Court denied the October 5 motion but did not resolve the
9 controversy of what Grounds the Court is expecting the Plaintiff to sue the parties for.
10 **Exhibit 6 – Plaintiff's October 5 Motion.**

11
12 Attorney Oehler had objected to the October 5 motion and on October 6, 2023
13 Plaintiff filed a "Reply to Defendants Apparent Objections to Plaintiff's Request For
14 Corrections to Plaintiff's Final Order and Notice to Property Owners". Plaintiff raised the
15 Court's issues of oversight; 1) It is oversight to continue to violate Plaintiff's right to free
16 speech; 2) oversight to order the Plaintiff to sign and mail the Notice of Law Suit; 3)
17 oversight to not read the 2021 Complaint filed in Mohave County and not know Plaintiff
18 already has a Breach of Contract Complaint in CV 2022 00177 against seven property
19 owners who are to be brought into this action as Indispensable Parties.
20
21

22 This Court did not consider the positions of both the Plaintiff and Defendants or
23 the error would not have been made for the Court's claim that the owners of over 200
24 Assessor Parcel Numbers (APNs) were being sued by the Plaintiff and therefore the
25 Court Ordered her to sign the "Notice of Lawsuit and Request for Waiver of Service of
26 Summons". Every Indispensable Party would have grounds for a countersuit against the
27 Plaintiff for filing false charges if this Court continues to require the Plaintiff who filed
28

1 the Complaint in CV 2018 04003 to mail these property owners the Notice of Law Suit
2 and Request for Waiver of Service of Summons as written and submitted by Attorney
3 Oehler and as ordered by this Court to be mailed for the First Mailing that was to be
4 mailed by November 2, 2022. **Exhibit 7** – Plaintiff’s Reply to Objections of the October
5 5, 2023 Motion.
6

7
8 On November 20, 2023 this Court ruled on several of Plaintiff’s motions including
9 denial of her October 5 Motion for Corrections (at the bottom of page 2). **Exhibit 8** –
10 Notice by Judge Nielson
11

12 The October 5 urgency was ignored by this Court and the oversights and pleadings
13 on October 6 have not been addressed. Plaintiff awaits decisions on her November 21,
14 2023 Actions for Declaratory Judgments. Past Declaratory Relief was determined to be
15 not appropriate at the time they were requested as presided over by Judges Carlisle and
16 Gordon. Declaratory Relief from uncertainty is now appropriate at this time.
17

18 On November 29, 2023 Defendants filed a Motion for Dismissal and erroneously
19 claimed the Plaintiff was given 150 days to comply (page 2 line 19) when in fact this
20 Court gave Plaintiff only about 52 days from September 13 to November 2, 2023 for the
21 First Mailing. If needed, subsequent attempts at process service was limited to 150 days
22 from September 13, 2023. Mr. Oehler also made reference to Plaintiff’s email reply dated
23 November 20, 2023 for only the constitutional issue of the Gag Order and omitted the
24 Plaintiff’s more important reason as to why “it could not be sent...”. For the record,
25 Plaintiff wrote in pertinent part:
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1 “You were correct that due to the controversy ...the Service Packet
2 could not be sent. I await ... some rationale on what I am suing those
3 parties for and what I did to be punished with the Gag Order.”

4 Plaintiff admits she has confused the “Notice to Property Owners” with the
5 “Notice of Lawsuit and Request for the Waiver” that she was being forced to sign and
6 mail to the Property Owners. Throughout this entire ordeal, it was Plaintiff’s
7 understanding that Judge Jantzen only failed to provide the Plaintiff with the Notice to
8 Property Owners. The Notice of Lawsuit that required the Plaintiff’s signature came as a
9 complete surprise. **Exhibit 9** – Motion to Dismiss with Plaintiff’s email reply to Attorney
10 Oehler.
11

12 Many issues need to be resolved in CV 2018 04003 by an Appeal Court. Covenant
13 20 is challenged as a language shift for rights to sue in the “subdivision” and not just
14 within a “said tract” that Plaintiff believes was an interpretation error by Judge Carlisle in
15 2018. Desert Lakes is one subdivision and it was the County who requires phases to be
16 built and applied for as alphanumerically numbered sub-tracts within the 300+ acre
17 Subdivision Tract 4076.
18

19 It would make no sense for the Developer to limit Covenant 20 prosecution rights
20 to a party within an alphanumeric sub-tract and allow blight to occur across a fairway
21 or across a street because of fear of reprisal by neighbors. Plaintiff has cited issues of law
22 that supports the one subdivision argument in many prior pleadings for reconsideration.
23 Plaintiff believes Defendants Roberts were dismissed in error. **Exhibit 10** Partial
24 Transcript dated April 2, 2018 at 2:00.
25

26 Another issue to be resolved in CV 2018 04003 is Dismissal of Count One in its
27
28

1 entirety. It was signed in error by Judge Carlisle where the Transcript is clear that
2 dismissal of Count One was supposed to only be for the Robert's home in Tract 4076-A
3 and Judge Carlisle had not remembered everything in Count One that included the
4 attempted and threatened violation of Azarmi to amend Res. 93-122 for reduced setbacks
5 with his proposed Res. 2016-125. That proposal cost the taxpayers of Mohave County an
6 estimated \$12,500 in material and labor costs as taken from the General Fund. The tax
7 dollars expended is already a part of the record as estimated by Director Walsh. **Exhibit**
8 **11** Partial Transcript dated April 2, 2018 at 2:33. **Exhibit 12** Judge Carlisle Dismissal of
9 Count One on June 11, 2018.

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12
13 Most importantly in this case is the public policy issue of setting a new precedent
14 in Arizona where a Plaintiff who files a Breach of Contract Complaint for CC&R
15 violations is the party who must serve Rule 19 Parties. It makes no sense and pursuant to
16 existing case law it is the party who seeks abrogation of a restriction who must serve the
17 parties.

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19
20 On December 11, 2023, Plaintiff mailed a Reply for her request that the Court end
21 the controversy and provide Grounds for her to sue the Rule 19 Parties. She stated, "This
22 case is pending dismissal for Plaintiff's failure to mail Notice to Property Owners with
23 the claim that she was suing them. Plaintiff has found no evidence that Rule 19 requires a
24 court to impose a law suit against indispensable parties... The claim that they are being
25 sued without informing them on what they are being sued for is a violation of Rule 12
26 (b)(6)... Hundreds of these property owners have no violations of the Declaration
27 whatsoever pursuant to the data created by affiant Weisz and provided to the court by the
28

1 Defendants... It is highly possible that an error occurred when Hon. Judge Jantzen
2 apparently made an irrational decision to force the Plaintiff to sue the Rule 19 Parties. If
3 an error occurred, then this court should be relieved of continuing the error. If an error
4 did not occur, then this court must have some legal grounds upon which the Plaintiff can
5 sue these Rule 19 Parties. Plaintiff pleads for this court to state the grounds he is
6 expecting the Plaintiff to sue these indispensable parties for before this case can move
7 forward.” **Exhibit 13** - Plaintiff’s Reply to Defendant’s December 8, 2023 Response to
8 Deny Plaintiff a Court Declaration on What Grounds This Court Has Imposed on
9 Plaintiff for Suing Rule 19 Parties” as mailed on December 11, 2023.
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12

13 This Court granted \$6,230.25 in attorney fees for three Motions filed by the
14 Plaintiff. That’s an average of over \$2,000 for each of the three motions and is not
15 reasonable. Where is the signed Contract with the hourly rate that the defendants are
16 being charged and are supposed to pay attorney Oehler? Where is the evidence that the
17 clients were billed and are paying the costs associated with the March and June Motions.
18 Where is the logic that the defendants agreed to pay their attorney for over five years of
19 litigation in a case of equity where the Plaintiff as a pro per litigant was not allowed any
20 financial compensation from the Injunctive Relief sought. Where is the Affidavit of Fees
21 and Costs for the \$6,230.25? Why did the Court grant “greater than” prime plus one
22 percent interest until paid? Under what Statute did the Court grant attorney fees for
23 motions filed by the Plaintiff in March 2023 and June 2023? The only prior Order that
24 this Court claimed he had to follow as written by Judge Jantzen were for Motions filed
25 from September 29, 2022 to February 17, 2023. All of these questions are subject to
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27
28

1 Appeal. **Exhibit 14** - Order to pay \$6,230.25 plus interest.

2 Attorney fees should not be granted for Plaintiff's March 1, 2023 attempt to clear
3 the waters of the Defendant's claim that the Declaration was pending a jury decision on
4 "complete abandonment" and the Defendant's argued against following Rule 12 (b)(6)
5 for a claim of Deed Restrictions that they perceive as abandoned. But for the Contract
6 being held valid, Dismissal would have been granted in 2020.
7

8
9 Rule 60(b)(3) provides for reversal of a judgment for attorney fees for the
10 misrepresentation, misconduct of the opposing party or Fraud (Affidavit Fraud) that
11 failed to support the complete abandonment claim. Rule 60(b)(3) provides for reversal of
12 the judgment for misrepresentation that exists in the Defendant's ongoing claim that the
13 entire Declaration is still being litigated in this case. What is relevant is that this Court
14 has a multitude of Rule 60 sections on which to base his decision for reversal of his
15 judgment for attorney fees. Attorney fees used as a deterrent to Motions is adverse to
16 justice and the integrity of the court system pursuant to Rule 60 (b)(6). Attorney fees for
17 the March 1, 2023 Motion should be reversed.
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20

21 Plaintiff has been provided no reasons as to why this Court nor the former Court
22 granted attorney Oehler a Gag Order to be imposed on the Plaintiff. Plaintiff has been
23 provided no reason as to why this Court refuses a fair application of the Gag Order on the
24 Defendants and their attorney. A Motion seeking fairness in the interest of justice should
25 not be punished with attorney fees pursuant to Rule 60(b)(6). For this Court to become a
26 participant in a one-sided violation of the First Amendment to the Constitution and then
27 deny Plaintiff fair treatment by not imposing the same on the opposing party is applicable
28

1 for Rule 60(b)(6). Either lift the Gag Order or apply it to all parties. This Motion was
2 made upon this Court and has nothing to do with a former Court's Order for the Plaintiff
3 to pay attorney fees for other motions filed. The entire "proceeding" on the matter of the
4 Gag Order defies justice and Rule 60(b)(1) applies for mistake, inadvertence, or
5 excusable neglect on this Court's part and the part of the former court. Rule 60(b)(2)
6 applies to the newly discovered evidence of Void Judgments. Seeking fairness via the
7 Court system with a Motion should not be deterred. Attorney fees for the June 9, 2023
8 Motion should be reversed.
9
10

11 Plaintiff has a right to know what she is expected to defend at trial. Rule 12(b)(6)
12 needs to be followed by the Defendants and they need to state their claims based on real
13 evidence and not on fraudulent affidavits. Rule 60(b)(3) applies. If it is still the position
14 of the Defendants that specific covenants have not been enforced in 30-plus years, then
15 they must state a claim pursuant to Rule 12 (b)(6) of what Deed Restrictions they are now
16 claiming have been "completely abandoned". Plaintiff should not be subjected to
17 inferring what sections of the Declaration that the Defendants are now claiming for which
18 she is expected to defend at trial. Affiant Weisz data is rife with error as well as affiant
19 Stephan's GIS Map with shadows that he claims are setback violations and a front yard
20 gate that he claims is a rear yard gate.
21
22

23 Ongoing delays caused by attorney Oehler includes delaying Injunctive Relief
24 based on Fraud. Attorney Oehler claimed Statute §33-441 protected his client's "built to
25 suit" signs as "for sale" signs. That claim has been refuted by the Arizona Department of
26 Real Estate. It needs to be refuted as a precedent on Appeal.
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28

1 Exhibits provided for the Court to Take Judicial Notice is intended to provide the
2 Appeal Court with documents necessary to refute the allegation by this Court that the
3 Plaintiff who files a Complaint for enforcement of the CC&Rs must join necessary or
4 indispensable parties and for the Appeal Court to opine that the Plaintiff's claim that all
5 of Judge Jantzen's Orders are Void Judgments.
6

7
8 Failure to grant Injunctive Relief, stalled by a fraudulent claim that the defendant's
9 "build to suit" signs were protected by Statute §33-441 as "for sale" signs caused
10 multiple victims in the Subdivision to be subject to risk of harm to persons and property
11 from dilapidated sheet metal signs and their structures. Many property owners are also
12 subject to financial harm due to setback violations.
13

14 Plaintiff is among parties suffering setback violations at the hands of multiple
15 parties in Plaintiff's companion case in Yavapai County. Subdivision Tract 4076-B
16 CC&Rs was supposed to be failsafe for compliance with County approved SD/R zoning
17 and compliance with Board of Supervisor approved Res. 93-122 for twenty foot front and
18 rear setbacks and five feet on the sides.
19

20
21 Defendant Azarmi is among the defendants subject to bringing the Plaintiff's
22 home into compliance with Res. 93-122. Azarmi's two corporate entities are also among
23 the defendants for Plaintiff's costs to bring her home into compliance. A part of the issue
24 of violating Res. 93-122 is related to Exhibit 3 and the dismissal of Count One that was
25 supposed to be prosecuted against Azarmi in this case. Denial of Azarmi's Res. 2016-125
26 proposal has not stopped the County from violating Res. 93-122. The Arizona Private
27 Property Rights Protection Act is now a part of case CV 2022 00177. Supervisor Moss,
28

1 now Judge Moss who appointed this Court to this case, is a part of the record for
2 misdeeds. He recused himself from this case but did not recuse himself from this Court's
3 appointment to this case. The issue of impropriety exists for the jury or the Appeal Court.
4

5 The Appeal Court needs complete information for review with Index of Record
6 references to the evidence attached to this request for the Court to Take Judicial Notice.
7


8 Evidence is intended to prove that bias has affected CV 2018 04003 and the biased
9 Court recused himself and prevented a Rule 42.2 list of bias issues from being ruled
10 upon. Plaintiff will be seeking an opinion by the Appeal Court on Void Judgments for
11 Orders issued by the now recused Judge Jantzen. A Void Order does not need to be
12 Appealed. It needs correction. The Appeal Court's opinion is necessary for this Court to
13 reverse or amend some or all of Judge Jantzen's Orders that has affected this case.
14

15 The Gag Order is also a Void Order that is expected to be lifted for violating
16 Plaintiff's right to Free Speech as President of the Desert Lakes UA. Due process has also
17 been violated where the Plaintiff has been provided no legal reason for the Gag Order
18 imposed against her for the Ballot and information mailed to the Property Owners.
19

20 This Court has taken over 60 days to rule on Plaintiff's motions but is quick to
21 respond to attorney Oehler. Justice delayed is justice denied.
22

23 Plaintiff needs all of the Issues in this case to be vetted by the Appeal Court.
24

25 **RESPECTFULLY SUBMITTED** this 18th day of December, 2023

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27 _____
28 Nancy Knight, Plaintiff Pro Per

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Copies emailed this day to:

djolaw10@gmail.com
Attorney for Defendants Azarmi, Glen Ludwig and Fairway Constructors, Inc.

Original Mailed to: Mohave County Superior Court
PO Box 7000 Kingman, AZ 86402

Take Judicial Notice
CV 2018 04003

EXHIBIT 1

Commission on Judicial Conduct documents

Nancy Knight
1803 E. Lipan Circle
Fort Mohave, AZ 86426

Commission on Judicial Conduct
1501 W. Washington, Suite 229
Phoenix, AZ 85007

Re: Case 23-159

December 14, 2023

Dear Commissioners,

I am in receipt of the Commission's November 9, 2023 Disposition of my Complaint against Hon. Judge Jantzen. However, failure to timely rule in a civil case is a minor infraction by the Court. More serious was the Court's declaring himself not biased and interfering in the Rule 42.2 process that was under evaluation by the Hon. Judge Lambert. This information and associated evidence needs to be a part of the record.

The process of removing Judge Jantzen for bias began in March 2023; however, Plaintiff was only aware of the Rule to remove a judge for cause and was not aware of Rule 42.2 that needed to also be included in her complaint of bias. On March 22, 2023, Plaintiff's Affidavit of Claim of Court Bias was dismissed.

In an effort to comply with Rule 42.2, Plaintiff filed a Motion for Reconsideration of Denial of Plaintiff's Affidavit of a Claim of Court Bias with Rule 42.2 Reasons Submitted herein. Unfortunately, Plaintiff could not find an example of how a Rule 42.2 document should be composed and the Hon. Judge Lambert First attempt at correction with a Rule 42.2 list of bias claims was ruled not conforming to law and was dismissed by Judge Lambert ruled that "Plaintiff is still not in compliance with Rule 42.2 and the Motion for Reconsideration was denied on March 28, 2023.

On March 29, 2023 Plaintiff filed a "First Corrected Motion for Reconsideration of Denial of Plaintiff's Affidavit of a Claim of Court Bias with Rule 42.2 Reasons Submitted Herein". Reasons A-H included therein had multiple arguments. See attached. It was written in a format comparable to an Appeal with a Statement of Facts, Arguments, Relevant Rules, Case Law and Other Authorities, and a Conclusion stating "A transfer to Yavapai County would serve the interest of judicial economy because two of the defendants in this case are defendants in that case (CV 2022 00177)".

On April 27, 2023, Judge Jantzen declared himself not biased and stopped Judge Lambert from continuing his role of deciding Plaintiff's Complaint. See Attached.

Judge Jantzen recused himself and the visiting judge to Mohave County, Judge Nielson is now causing additional harm to the Plaintiff who believes he cannot change any of Judge Jantzen's Orders.

Respectfully,


Nancy Knight

cc: Clerk of the Mohave County, Christine Spurlock
Judicial Assistants Lerma and Slaton, Mohave and Yavapai Courts

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MOHAVE

HONORABLE LEE F. JANTZEN

DIVISION 4

DATE: APRIL 27, 2023

*DL

COURT ORDER/NOTICE/RULING

NANCY KNIGHT,
Plaintiff,

vs.

CV-2018-04003

GLEN LUDWIG, et al., et ux.,
Defendants.

The Court has reviewed the First Corrected Motion for Reconsideration of Denial of Plaintiff's Affidavit of a Claim of Court Bias With Rule 42.2 Reasons submitted herein filed by Plaintiff on Mach 29, 2023.

The Court finds this latest pleading is being done for delay because the Plaintiff does not like the Court's ruling. Specifically, the Court has declined to undo the stipulation between the parties that additional necessary parties are to be included in this case. The Court has also ruled that it is the Plaintiff's responsibility to bring those parties into the case. Not agreeing with the Court's rulings is not sufficient to have a judge removed for cause.

IT IS ORDERED denying the First Corrected Motion for Reconsideration of Denial of Plaintiff's Affidavit of a Claim of Court Bias With Rule 42.2 Reasons.

The Court will review this matter again this weekend to see what pending matters can be ruled on or set for hearing. Any timeframes that have been stopped due to the pending "Affidavit" are now started again so the parties can respond to any pleadings that they need to respond to.

Unfortunately, the Plaintiff's pleadings continue a pattern dating back to when Judge Carlisle had this case of the Plaintiff not accepting the Court's rulings and then not working within those rulings. This 2018 case has not moved forward since the Plaintiff fired her attorney in 2022. It is time for this case to move forward. The Plaintiff is to comply with the Court's rulings. This Court has no bias against the Plaintiff and will rule on what comes before the Court.

Furthermore, the Plaintiff is not to file anymore pleadings and send them directly to Judge Lambert. Judge Lambert had one role in this case, and he is no longer assigned to perform any duties in this case.

cc:

Nancy Knight*
Plaintiff

Daniel J Oehler*
LAW OFFICES OF DANIEL J OEHLER
Attorney for Defendants

Honorable Rick Lambert*
Division 7

Honorable Lee F Jantzen
Division 4

**IN THE SUPERIOR COURT
MOHAVE COUNTY, STATE OF ARIZONA**

**HONORABLE RICK LAMBERT
DIVISION VII
DATE MARCH 28, 2023**

SI

COURT ORDER / NOTICE / RULING

NANCY KNIGHT,

Plaintiff,

vs.

GLEN LUDWIG, et al., et ux.,

Defendants.

CASE NO: CV-2018-04003

The Court acknowledges the Plaintiff's Motion for Reconsideration of Denial of Plaintiff's Affidavit of a Claim of Court Bias with Rule 42.2 Reasons Submitted Herein. The Court has read that motion.

The Plaintiff is still not in compliance with Rule 42.2, A.R.C.P.

The Motion for Reconsideration is denied.

IT IS ORDERED directing the Clerk to return the file to the Honorable Lee Jantzen.

cc:

Nancy Knight *
Plaintiff

Honorable Rick Lambert
Division VII

Law Offices of Daniel J Oehler *
Attorney for the Defendant

Honorable Lee F. Jantzen *
Division IV

IN THE SUPERIOR COURT
MOHAVE COUNTY, STATE OF ARIZONA

HONORABLE RICK LAMBERT
DIVISION VII
DATE MARCH 22, 2023

SI

COURT ORDER / NOTICE / RULING

NANCY KNIGHT,

Plaintiff,

vs.

GLEN LUDWIG, et al., et ux.,

Defendants.

CASE NO: CV-2018-04003

Pending is the Plaintiff's Affidavit of Claim of Court Bias. For the reasons set forth below,

IT IS ORDERED DENYING the same.

The Court has read the Plaintiff's Affidavit of Claim of Court Bias, Defendant's Opposition to Change of Judge and Defendant's Request to Court to take Judicial Notice.

The Plaintiff has failed to comply with Rule 42.2, A.R.C.P., in that no motion has been filed in connection to the Affidavit of a Claim of Court Bias. Additionally, the Plaintiff's affidavit is insufficient if it was filed for the purpose of requesting a change of judge for cause. This Court need not engage in that analysis because of the first error as noted above. To the extent that the affidavit represents an informal request for change of judge for cause - - a denial is entered.

IT IS FURTHER ORDERED directing the Clerk to return the file to the Honorable Lee Jantzen.

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 23-159

Judge: Lee F. Jantzen

Complainant: Nancy Knight

ORDER

November 9, 2023

The Complainant alleged a superior court judge was biased against her and failed to timely rule in a civil case.

The role of the Commission on Judicial Conduct is to impartially determine whether a judicial officer has engaged in conduct that violates the Arizona Code of Judicial Conduct or Article 6.1 of the Arizona Constitution. There must be clear and convincing evidence of such a violation in order for the Commission to take disciplinary action against a judicial officer.

The Commission does not have jurisdiction to overturn, amend, or remand a judicial officer's legal rulings. The Commission reviewed all relevant available information and concluded there was not clear and convincing evidence of ethical misconduct in this matter. The complaint is therefore dismissed pursuant to Commission Rules 16(a) and 23(a).

Commission member Colleen E. Concannon did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on November 9, 2023.

Take Judicial Notice
CV 2018 04003

EXHIBIT 2

First Corrected Motion Rule 42.2

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

5 Plaintiff Pro Per

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

8 NANCY KNIGHT

9 Plaintiff,

10 v.

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

17 Defendants.

Case No.: B8015 CV 2018 04003

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

**Hon. Judge Lambert
Temporary Assignment**

18
19
20
21 COMES NOW Plaintiff Pro Per, Nancy Knight ("Plaintiff"), pursuant to Rule
22 42.2, for Claims of Bias that became seriously prejudicial when her Statute §12-409
23 Affidavit was filed on February 21, 2023 but was denied on March 22, 2023 and again on
24 or about March 27 for still not being compliant. Plaintiff is not finding examples of a
25 Rule 42.2 format to follow and the Court is not informing the Plaintiff on what is not
26 compliant. Due to urgency, Plaintiff is offering this First Correction that may be closer to
27 compliance with Rules. Reconsideration and Correction is appropriate pursuant to
28

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

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

8 MEMORANDUM OF POINTS AND AUTHORITIES

9 I. STATEMENT OF FACTS

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

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

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

15
16 2. The Court ordered Plaintiff Knight to serve Indispensable Parties
17 pursuant to Rule 19 (a) as opposed to the movant in a Motion for Summary
18 Judgment (“MSJ”) who is the Plaintiff in that MSJ who must join parties.

19
20 a. An Appeal was filed by Attorney Coughlin however as a
21 Rule 54 (b) Final Judgement it was denied as unappealable
22 since no party or action was dismissed.
23

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

26
27 4 Rule 19 (a) should not allow a court to abuse his discretion and
28 thereby allow a court to not follow law or precedents or the definition of a

1 movant in a Summary Judgment action.

2 **B. Injunctive Relief:**

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

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

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

10 1. The Court instructed Defendant's Counsel Oehler to submit an
11 Affidavit of Costs for every Motion Plaintiff has filed since September
12 2022 when she asked Attorney Coughlin to Withdraw.
13

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

15 1. There was nothing wrong in serving Plaintiff's duty as President of
16 the Unincorporated Association in offering information for free as a
17 volunteer to those who may be in need.
18

19 2. The Unincorporated Association has no Resolution for
20 enforcement. **Exhibit 2 – 3 pages**
21

22 3. Bias favors these defendants and willfully violates Plaintiff's Free
23 Speech rights.
24

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

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

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

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

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

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

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

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

II. ARGUMENT

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

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

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

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

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

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

27
28 **5. Preponderance of Evidence of Motive: Threaten Knight financially**

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

2 **B. Injunctive Relief**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24
25 3. Plaintiff has not permitted violations to occur.

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **F. Untimely Court Decisions**

8
9 1. Affidavit Fraud was filed on November 2, 2022 and it took until
10 February 17, 2023 for this Court to orally deny the motion during a Status
11 Conference.
12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **III. Relevant Rules, Case Law and Other Authorities**

26 **A. Rule 19 case law:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 he drafted before he left on vacation.

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

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

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

- 9 a. Perform the functions of Article I for Variances or Exceptions
10 b. Amend the CC&Rs.
11

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

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

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

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

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

7
8
9 5 In this case, futility of a ruling of "complete abandonment" is
10 demonstrated in the case of *Burke v. Voicestream Wireless Corp.*, that
11 specifically sets forth terminology and circumstances that are similar to
12 those before this Judge.

13
14 6. The Burke's purchased a home in a subdivision in Scottsdale, AZ.
15 The Declarant chose not to form a homeowner association. The CC&Rs
16 included a non-waiver provision. Other violations had occurred in the
17 subdivision and Voicestream claimed abandonment of the Covenants.
18 Voicestream's evidence failed to establish that the prior violations of the
19 Section 4 restrictive covenant had 'destroyed the fundamental character of
20 the neighborhood'. Quotes from the case: “Even though Voicestream
21 presented evidence that the homeowners acquiesced in prior violations, the
22 Court said 'we have not been presented any persuasive reason why the non-
23 waiver provision of the Restrictions should not be enforced in this
24 instance.'. No evidence was presented, that Burkes' subdivision is no
25
26
27
28

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

10
11 7. Plaintiff points out that she nor her predecessors have acquiesced in
12 prior violations.
13

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

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

1 in 2002. There had never been a property owner association in
2 Desert Lakes Golf Course and Estates when T&M purchased the
3 Tract 4163 land. Taking that condition of approval from Tract 4163
4 has saved every lot owner in Tract 4163 from having to pay
5 association fees to an annexed subdivision where fees are as high as
6 \$400 per year per lot.
7
8

9 c. Plaintiff did not keep quiet when Mohave County gave a
10 permit to her adjacent neighbor to trespass on her real property and
11 extended the height of her boundary fence to over six feet that was a
12 violation of the CC&Rs. Even after she paid \$1400 for a Survey and
13 it was found that her boundary fences were inside her property line
14 and not shared by the adjacent neighbors, the County refused to
15 revoke the permit.
16
17

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

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

24 **F. Untimely Court Decisions**

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

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

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

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

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

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**Take Judicial Notice
CV 2018 04003**

EXHIBIT 3

Unincorporated Association and Denial of Res. 2016-125

BHC
3-

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

9
12



FEE# 2016046551

OFFICIAL RECORDS
OF MOHAVE COUNTY
ROBERT BALLARD,
COUNTY RECORDER



10/13/2016 03:10 PM Fee: \$0.00

PAGE: 1 of 3

RESOLUTION NO. 2016-125

A RESOLUTION SETTING FORTH A DENIAL OF AN AMENDMENT TO BOS RESOLUTION NO. 93-122 ON ASSESSOR'S PARCEL NOS. 226-11-002, 226-11-012, 226-11-014, 226-11-015, 226-11-031, 226-11-032, 226-11-034, 226-11-035, 226-11-036, 226-11-037, 226-11-042, 226-11-044, 226-11-045A, 226-11-047, 226-11-049, 226-11-050, 226-11-052, 226-11-056, 226-11-058, 226-11-063, 226-11-064, 226-11-072, 226-11-075, 226-11-077, 226-11-092, 226-11-099, 226-11-102B, 226-11-103A, 226-11-104, 226-11-108, 226-11-109, 226-11-110, 226-11-115, 226-11-118, 226-11-120, 226-11-125, 226-11-133, 226-11-134, 226-11-144, 226-11-145, 226-11-147, 226-11-156, 226-11-166, 226-11-167, 226-11-168, 226-11-173, 226-11-176, 226-11-177, 226-11-179, 226-11-180, 226-11-182, 226-11-184, 226-11-185, 226-11-188, 226-11-191, 226-11-192, 226-11-202, 226-11-212, 226-11-217, 226-11-225, 226-11-229, 226-11-233, 226-13-001, 226-13-002, 226-13-003, 226-13-008, 226-13-009, 226-13-011A, 226-13-013, 226-13-016, 226-13-023, 226-13-025A, 226-13-027, 226-13-035, 226-13-036, 226-13-037, 226-13-038, 226-13-039, 226-13-049, 226-13-059, 226-13-061, 226-13-062, 226-13-064, 226-13-065, 226-13-079, 226-13-082, 226-13-083, 226-13-085, 226-13-086, 226-13-088, 226-13-090, 226-13-095, 226-13-102, 226-13-120, 226-13-126, 226-13-136, 226-13-141, 226-13-149, 226-13-152, 226-13-154, 226-13-157, 226-13-160, 226-13-165, 226-13-166, 226-13-167, 226-13-168, 226-13-172, 226-13-173, 226-13-174, 226-13-175, 226-13-177, 226-13-179, 226-13-181, 226-13-191, 226-13-201, 226-13-208, 226-13-211, 226-13-218, 226-13-225, 226-14-008, 226-14-010, 226-28-001, 226-28-009, 226-28-014, 226-28-015, 226-28-021, 226-28-028, 226-28-029, 226-28-030, 226-28-031, 226-28-036, 226-28-037, 226-28-040, 226-28-057, 226-28-060, 226-28-061, 226-28-066, 226-28-068, 226-28-070, 226-28-071, 226-28-088, 226-28-111, 226-28-126, 226-28-129, 226-28-130, 226-28-131, 226-28-135, 226-28-137, 226-28-148, 226-28-161, 226-28-168, 226-28-171, 226-28-172, 226-28-177, 226-28-180, 226-28-183, 226-28-187, 226-28-192, 226-28-193, 226-28-203, 226-28-215, 226-28-216, 226-28-217, 226-28-218, 226-28-219, 226-28-221, 226-28-227, AND 226-28-229, TO ALLOW FOR A SETBACK REDUCTION IN FRONT YARDS FROM 20 FEET TO 15 FEET AND IN REAR YARDS FROM 20 FEET TO 15 FEET, IN THE SOUTH MOHAVE VALLEY VICINITY, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on October 3, 2016, a public hearing was conducted to determine whether approval should be granted for an Amendment to BOS Resolution 93-122, as requested by Mohave County, and

WHEREAS, the Assessor's Parcel Numbers shown above are located within the Desert Lakes Subdivision Tract 4076. The subdivision is accessed on State Highway 95, then east onto Joy Lane approximately .75 miles to the site, and

RESOLUTION NO. 2016-125

PAGE 2

WHEREAS, all subject properties are currently zoned S-D/R (Special Development/Residential) zone, and consist of vacant lots and single-family residential dwellings. The properties were zoned S-D/R (Special Development/Residential) as approved and amended by BOS Resolution No. 89-116 adopted December 4, 1989 and BOS Resolution No. 93-122 adopted May 3, 1993. A setback of twenty (20') feet in the front and rear yard and five (5') feet in the side yard was established with BOS Resolution No. 93-122. The surrounding zoning is S-D/R (Special Development/Residential) and S-D/C (Special Development/Commercial). The surrounding land uses consist of single-family residential and a golf course, and

WHEREAS, as of December 2, 2015, revisions to the Mohave County Zoning Ordinance took effect including Section 35.B, Setbacks and Area Requirements. This section of the Zoning Ordinance was revised per Mohave County Ordinance 2015-07. The revisions reduced the front yard setback from 20 feet to 15 feet and reduced the rear yard setback from 25 feet to 15 feet on residentially zoned properties. However, the new setbacks did not apply to properties located within the Desert Lakes Subdivision because the setbacks within the subdivision were set by BOS Resolution No. 93-122. In order to change the setbacks within the Desert Lakes Subdivision, an amendment would have to be made to the resolution, and

WHEREAS, to mitigate the need to make future amendments to the resolution, Development Services sent out individual packets to all property owners within the Desert Lakes Subdivision. The packets included a letter from Development Services that explained the reduction in setbacks and its process, a response form that indicated whether or not the property owner would like to be included in the reduction in setbacks, a Waiver of Claims for Diminution in Value form, and a prepaid return envelope. In order to be included in the proposed amendment to BOS Resolution 93-122 each property owner had to check "Yes" on the response form, sign both the response and waiver forms, and return it to the Development Services Department by July 25, 2016. A total of 762 parcels were included in the mailing with 180 responding yes, 62 responding no, 32 that did not send in all of the needed paperwork, and 22 that were returned by the Post Office because of a bad address, and

WHEREAS, the following described Findings of Fact are for the above-captioned item:

- a. All notices have been advertised and posted according to regulations.
- b. The proposed action and effect comply with the Mohave County General Plan.

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on September 14, 2016, the Commission recommended APPROVAL of the Amendment to BOS Resolution No. 93-122, subject to the following:

1. That the setbacks shall not be less than ~~twenty (20')~~ fifteen (15') feet back from the front and rear property lines and five (5') feet from side property lines.

WHEREAS, the notice of hearing was published in the Kingman Daily Miner, a newspaper of general circulation in Kingman, Mohave County, Arizona, and in the Mohave Valley News, a newspaper of general circulation in South Mohave Valley, Mohave County, Arizona, on September 18, 2016, and was posted on September 16, 2016, as required by Arizona Revised Statutes and the Mohave County Zoning Regulations; and

RESOLUTION NO. 2016-125

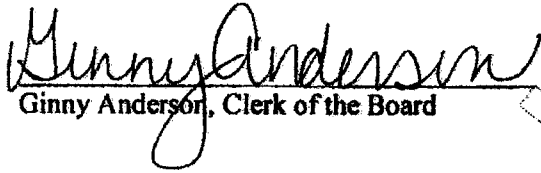
PAGE 3


WHEREAS, the Board of Supervisors accepted public testimony and considered the testimony in their decision making process.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, October 3, 2016, **DENIED** this Amendment to BOS Resolution No. 93-122.

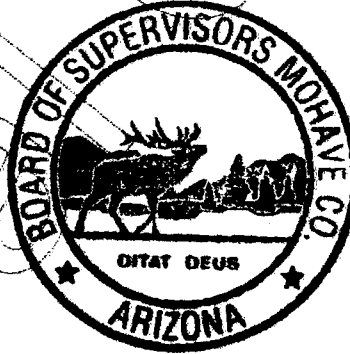
MOHAVE COUNTY BOARD OF SUPERVISORS

ATTEST


Ginny Anderson, Clerk of the Board



Jean Bishop, Chairman



Unofficial's

Take Judicial Notice
CV 2018 04003

EXHIBIT 4

First Amended Order

LAW OFFICES
DANIEL J. OEHLER
2001 Highway 95, Suite 15
Bullhead City, Arizona 86442
(928) 758-3988
(928) 763-3227 (fax)
djolaw10@gmail.com
Daniel J. Oehler, Arizona State Bar No.: 002739
Attorney for Defendants

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

NANCY KNIGHT,)	NO.: CV-2018-04003
)	
Plaintiff,)	FIRST AMENDED ORDER TO
)	PLAINTIFF FOR SERVICE OF
vs.)	INDISPENSABLE PARTIES
)	
GLEN LUDWIG and PEARL LUDWIG, Trustees)	
of THE LUDWIG FAMILY TRUST; FAIRWAY)	
CONSTRUCTORS, INC.; MEHDI AZARMI;)	
JAMES B. ROBERT'S and DONNA M.)	
ROBERT'S, husband and wife; JOHN DOES 1-10;)	
JANE DOES 1-10; ABC CORPORATIONS 1-10;)	
and XYZ PARTNERSHIPS 1-10.)	
)	
Defendants.)	
)	

The Court has considered the positions of both Plaintiff and Defendants and adopts the following First Amended Order to Plaintiff for Service of Indispensable Parties:

IT IS ORDERED the caption of this case shall not be amended until after service is substantially accomplished and the Court can determine whether to join a landowner who files a responsive pleading as a Plaintiff or Defendant.

IT IS ORDERED Plaintiff shall file with the Clerk of the Court and provide a copy to existing Defendants' counsel, Daniel J. Oehler, an Excel spreadsheet in electronic form that lists the Assessor's Parcel Number in numerical order in column A, the specific lot and tract number in column B, as well as name(s) and mailing address of the current owner of each parcel in column C, in the row number corresponding to the Assessor's Parcel Number, in accordance with the current Mohave County Assessor's office information on file, reflecting the owners' respective mailing addresses. The spreadsheet shall specifically include those lots that are located in Desert Lakes Golf Course and Estates Tract 4076-B, Tract 4076-D and Tract 4163.

IT IS ORDERED Plaintiff shall cause to be served in compliance with Arizona Rules of Civil Procedure, Rule 4.1(c)(1)(A)-(G), each and every indispensable party who is the owner of any lot or lots located in Desert Lakes Golf Course and Estates Tract 4076-B, Tract 4076-D and Tract 4163, as follows:

1. **The First Service Attempt.** Plaintiff shall mail via U.S. Mail to each and every indispensable party a copy of the following documents (the "First Service Attempt Packet"):

- (a) A copy of Plaintiff's Complaint filed January 22, 2018;
- (b) A copy of Defendants' Answer filed June 19, 2018;
- (c) A copy of the Notice to Parties (First Service Attempt) issued by the Court in the form attached hereto as **Exhibit A**;
- (d) A copy of the Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course and Estates Tract 4076-B (recorded in Official Records of Mohave County on December 18, 1989 at Book 1641, Pages 895-901);
- (e) A copy of the Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course and Estates Tract 4076-D (recorded in Official Records of Mohave County on October 19, 1990 at Book 1808, Pages 509-514);
- (f) Notice of Lawsuit and Request for Waiver of Service of Summons (ARCP Rule 84, Form 1) in the form attached hereto as **Exhibit B**;
- (g) Waiver of Service of Summons (ARCP Rule 84, Form 2) in the form attached hereto as **Exhibit C**; and
- (h) Self-addressed stamped envelope for the return to Plaintiff of the defendant's Waiver of Service of Summons.

The Plaintiff shall have up to and including 11/2/23 (date) to send the First Service Attempt Packet.

The Plaintiff shall file with the Court each signed original Waiver of Service of Summons returned to Plaintiff in response to Plaintiff's First Service Attempt Packet and provide a copy to Defendants' counsel, Daniel J. Oehler.

2. **The Second Service Attempt.** If Plaintiff does not receive a Waiver of Service of Summons from any indispensable party within the time prescribed, then and in

that event, Plaintiff may mail via U.S. Mail to each and every indispensable party a copy of the following documents (the "Second Service Attempt Packet"), or go directly to service process No. 3, below:

- (a) A Summons produced by Plaintiff that is then delivered to and issued by the Clerk of the Mohave County Superior Court in the form approved by the Court and attached hereto as **Exhibit D**.
- (b) A copy of Plaintiff's Complaint filed January 22, 2018;
- (c) A copy of Defendants' Answer filed June 19, 2018;
- (d) A copy of the Notice to Parties (Second Service Attempt) issued by the Court in the form attached hereto as **Exhibit E**;
- (e) A copy of the Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course and Estates Tract 4076-B (recorded in Official Records of Mohave County on December 18, 1989 at Book 1641, Pages 895-901);
- (f) A copy of the Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course and Estates Tract 4076-D (recorded in Official Records of Mohave County on October 19, 1990 at Book 1808, Pages 509-514);
- (g) Acceptance of Service in the form attached hereto as **Exhibit F**.

The Plaintiff shall have up to and including 12/8/23 (date) to send the Second Service Attempt Packet.

The Plaintiff shall file with the Court each signed original Acceptance of Service received in response to Plaintiff's Second Service Attempt Packet and provide a copy to Defendants' counsel, Daniel J. Oehler.

3. The Third Service Attempt. If service is not waived or accepted, and no voluntary appearance is made by any indispensable party, then and in that event, Plaintiff must effect service upon those indispensable parties with the following documents (the "Third Service Packet"):

- (a) A Summons produced by Plaintiff that is then delivered to and issued by the Clerk of the Mohave County Superior Court in the form approved by the Court and attached hereto as **Exhibit D**.
- (b) A copy of Plaintiff's Complaint filed January 22, 2018;

- (c) A copy of Defendants' Answer filed June 19, 2018;
- (c) A copy of the Notice to Parties (Third Service Packet) issued by the Court in a form attached hereto as Exhibit G;
- (d) A copy of the Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course and Estates Tract 4076-B (recorded in Official Records of Mohave County on December 18, 1989 at Book 1641, Pages 895-901);
- (e) A copy of the Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course and Estates Tract 4076-D (recorded in Official Records of Mohave County on October 19, 1990 at Book 1808, Pages 509-514);

The Plaintiff must file with the Court or cause to be filed by Plaintiff's licensed process server proof of service of each indispensable party that has not signed either a waiver or acceptance served in this manner on or before 1/10/24 (date), and provide a copy to Defendants' counsel, Daniel J. Oehler.

4. Additional Service Attempts. For those indispensable parties who have not waived service and who have not accepted service and are not served in the ways set forth above, the Court may consider Plaintiff's request for other forms of alternative service.

IT IS ORDERED Plaintiff shall have no direct nor indirect personal or written contact with the to-be-joined indispensable or necessary parties during the service periods beyond transmittal of the service packets and collecting copies of the waivers and/or acceptances, until further order of this Court.

IT IS ORDERED that in the event the Plaintiff does not take substantial steps, as determined by this Court, to have fully complied with the specifics of this Order as set forth herein to join all necessary and indispensable parties within the next one hundred fifty (150) days, this matter shall be dismissed.

DONE IN OPEN COURT this 13th day of September, 2023.


 Judge of the Superior Court

Copies to:
 Nancy Knight
 Daniel Oehler
 Mohave Co. JA

**Take Judicial Notice
CV 2018 04003**

EXHIBIT 5

Notice of Law Suit and Waiver

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Arizona Rules of Civil Procedure and then, to the extent authorized by those Rules, I will ask the Court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the reverse side (or at the foot) of the enclosed "Waiver of Service of Summons" form.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on the date indicated below.

NOTICE AND REQUEST SENT this _____ day of _____, 2023.

Nancy Knight, Plaintiff

**Take Judicial Notice
CV 2018 04003**

EXHIBIT 6

Motion for Corrections

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
ERRORS OF LAW ON DOCUMENTS
AND EXHIBITS FOR PLAINTIFF
TO INCLUDE IN THE
SERVICE PACKETS**

Hon. Judge Nielson

19
20 Comes Now, Plaintiff Pro Per Nancy Knight, submitting to the Court her Motion
21 for Corrections to this Court's September 13, 2023 "First Amended Order To Plaintiff
22 For Service of Indispensable Parties" and for a revision in its entirety (see Exhibit 2).

23
24 This Court did not consider the positions of both the Plaintiff and Defendants or
25 the error would not have been made for the Court's claim that the owners of over 200
26 Assessor Parcel Numbers (APNs) were being sued for Breach of Contract by the Plaintiff
27 and therefore the Court Ordered her to sign the "Notice of Lawsuit and Request for
28

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
27
28

But for the abandonment defense that has stalled this case for over three years, no

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

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 the Defendant and Plaintiff an opportunity to include respective Notice language that
4 would go out in Service. This Court chose to take the Defendant’s Notice verbatim and
5 totally ignore the Plaintiff’s necessary draft language for full disclosure to the parties. At
6 this point in time, one combined language from both sides is proposed for this Court’s
7 signature.
8

9
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
20
21

22 This Court has no legal grounds for forcing the Plaintiff into suing anybody and no
23 evidence exists that the Indispensable Parties have Breach of Contract violations.
24

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

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 There exists no evidence that the Defendants nor the Plaintiff have grounds for
28 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 Nancy Knight, Plaintiff Pro Per

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

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

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

20 Copy to be mailed to the Arizona Bar Association as advised by the office of the
21 Attorney General.

**Take Judicial Notice
CV 2018 04003**

EXHIBIT 7

Reply in Response to Motion for Corrections

1 NANCY KNIGHT
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 928-768-1537
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 and PEARL LUDWIG,
13 Trustees of THE LUDWIG FAMILY TRUST;
14 FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; JAMES B. ROBERTS and
16 DONNA M. ROBERTS, husband and wife;
17 JOHN DOES 1-10; JANE DOES 1-10; ABC
18 CORPORATIONS 1-10; and XYZ
19 PARTNERSHIPS 1-10.

20 Defendants.

Case No.: **CV 2018 04003**

**REPLY TO DEFENDANT'S
APPARENT OBJECTION TO
PLAINTIFF'S REQUEST FOR
CORRECTIONS TO PLAINTIFF'S
FINAL ORDER AND NOTICE TO
PROPERTY OWNERS**

Honorable Judge Jantzen

21 Comes now Plaintiff Pro Per, Nancy Knight, respectfully requesting a speedy
22 Correction to the oversight by the Court when he signed an unlawful Final Order as
23 written by defense counsel Oehler. It was also an oversight to make a claim to the
24 Property Owners that they were being sued by the Plaintiff. It is also an oversight that
25 this Court cannot reverse the decisions of the former biased and recused Judge Jantzen.

26 On October 2, 2023, Plaintiff filed a Second Complaint with the Commission on
27 Judicial Conduct. The details in the Complaint to the Commission explains why the
28 matters of the Order for Plaintiff to follow and the Notice to the Property Owners are not

1 to be construed as requests for Reconsideration of Court errors. Court errors of oversight
2 require Corrections.

3
4 To the Commission on Judicial Conduct:

5 Subject: Second Complaint _Entrapment to Cause Harm_ Judge Dale Nielson

6 On September 17, 2023 you received my first Complaint regarding the Gag Order that is
7 a violation of my Constitutional Rights to Free Speech. The first page of that Complaint
8 is attached herein.

9 On September 13, 2023 the Judge ordered me to mail a Notice to over 200 property
10 owners that I was suing them. I have no grounds for the law suit against these property
11 owners and I have repeatedly denied to the Court that I was suing these property owners.

12 On September 30, 2023 I found cause for why I am not required to sign and mail a Notice
13 of Lawsuit to these property owners in my subdivision. Rule 19 only requires these
14 property owners to be informed of an action that could affect their property rights so they
15 have an opportunity to join as a plaintiff or defendant in the matter.

16 I have attached the Notice and Signature page that I was ordered to sign and mail in a
17 Service Packet to these property owners. The Court is putting me in a position of harm
18 and he is entrapping me into a position that could result in a law suit against me for
19 falsely claiming these neighbors are being sued by me for Breach of Contract. I have no
20 grounds for doing so.

21 The Court is also aware that the Defendants who are using this case in an attempt to get a
22 ruling on abandonment of the Declaration, knows over 100 of these property owners have
23 no violation whatsoever including those property owners that have vacant lots.

24 I have Motioned the Court to Correct his entire Order and provided the Court with a
25 Notice that appropriately reflects the situation. Also, attached.

26 I need to be taken out of harm's way. I already have had to leave my home for fear of
27 reprisal from property owners.

28 A Salutation closed the Complaint to the Commission

Oversight is less malicious than a deliberate attempt to entrap the Plaintiff into a
law suit against hundreds of property owners when she has no grounds to do so.

1 It is an oversight to continue to violate Plaintiff's right to free speech in her
2 capacity as President of the Unincorporated Association for Desert Lakes Tract 4076 with
3 a Gag Order imposed by a biased and now recused Court.
4

5 It is an oversight to Order the Plaintiff to sign and mail a Notice of Law Suit to the
6 property owners when the Plaintiff has repeatedly claimed she is not suing any of the
7 owners of 221 APNs in this case.
8

9 It is an oversight of this Court to not have read the 2021 complaint that was filed
10 in Mohave County and was transferred to Yavapai County to not know Plaintiff already
11 has a Breach of Contract Complaint pending in CV 2022 00177 against seven property
12 owners who are to be brought into this action as Indispensable Parties. Plaintiff is
13 prohibited from filing two law suits against the same parties for the same offense. This is
14 an oversight of the Court.
15
16

17 Corrections to the Court's oversights are appropriate.

18 This Court is also requested to make a speedy decision on Plaintiff's Motion for
19 Leave to Amend the January 2018 Complaint. It is in the interest of justice and for
20 judicial economy so the Plaintiff does not have to file a third lawsuit.
21

22 It is also deceitful to deny knowledge of the legal name for the Desert Lakes
23 Subdivision Tract 4076 since Defendant Azarmi was the proponent for the Amendment
24 that was intended to affect the entire Desert Lakes Subdivision Tract 4076 setbacks.
25

26 Desert Lakes Subdivision Tract 4076 is the legal description for the Subdivision
27 according to the Mohave County subdivision Index and according to the Board of
28 Supervisors in their Recorded DENIAL of Mr. Azarmi's Res. 2016-125 proposal that

1 attempted to amend Res. 93-122 for reduced setbacks in Desert Lakes Tract 4076. Mr.
2 Azarmi's attempt to amend Res. 93-122 failed in a three to two vote by the BOS in spite
3 of Supervisor Moss (now Judge Moss) who argued on Azarmi's behalf for approval.
4

5 All of these matters are being overlooked by this Court.

6 Injunctive Relief is being overlooked by this Court.

7 It is time to correct errors of oversight and make rulings on all of Plaintiff's
8 outstanding motions that have awaited decisions from as long ago as May 2023.
9

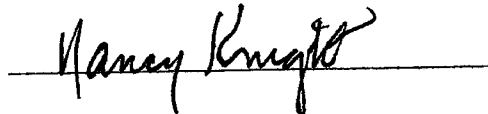
10 **CONCLUSIONS**

11 1. Plaintiff pleads for denial of any award of Defendants' attorney fees for any of
12 Plaintiff's motions or pleadings filed to date in this matter.
13

14 2. Plaintiff pleads for her Notice to Property Owners be signed by this Court as
15 mailed to the Court on October 2, 2023 **OR** to be revised if the Court grants Plaintiff's
16 First Amended Complaint for inclusion in the Service Packet. **Exhibit A**
17

18 3. Plaintiff pleads for the Court to sign the Order mailed to the Court on October
19 2, 2023 **OR** if the Court decides to disregard the Gag Order imposed by the former Court
20 then an Order to that effect will be submitted for the Court's signature.
21

22 RESPECTFULLY SUBMITTED this 6th day of October, 2023

23 

24 Nancy Knight, Plaintiff Pro Per
25

26 Copy of the foregoing was emailed on the above day to:
27 djolaw10@gmail.com Attorney for the Defendants

28 kalerma@courts.az.gov Judicial Assistant to the Court

Take Judicial Notice
CV 2018 04003

EXHIBIT 8

Hon. Judge Neilson's Rulings on Nov. 20, 2023

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

**HONORABLE DALE P. NIELSON
VISITING JUDGE**

DATE: NOVEMBER 20, 2023

NOTICE

<p>NANCY KNIGHT,</p>	<p>CASE NO.: CV-2018-04003</p>
<p>Plaintiff,</p>	
<p>vs.</p>	
<p>GLEN LUDWIG, et al.,</p>	
<p>Respondent.</p>	

The Court has before it for ruling several motions pending since the Courts last ruling. The Court will rule on each motion in turn.

September 13, 2023 Defendants Motion to Strike:

On September 13, 2023 the Court signed a number of orders relating to service of indispensable parties. The Court in signing the orders presented by the defense assumed that this would resolve any issues relating to service. The Court did review the Plaintiff's submissions and made its ruling. This Court finds that the Plaintiffs Motion regarding service did not contain accurate references to the rules regarding service and appeared to be an attempt to express opinions in the serving documents that would be inappropriate. Because the Motions were not based in fact or law the Motion to Strike the Motion for Approval of the Final Order on the Service Packet is granted.

September 21, 2023 Plaintiff's Motion For Correction of a Final Order for Due Dates For Service packet mailings and excel Spread Sheets.

The Plaintiffs Motion is denied. The Plaintiff is asking the court to revisit the Orders of September 13, 2023. The Court finds no legal basis to revisit the orders regarding service.

September 22, 2023 Defendants Motion to Strike Plaintiffs Response to Motion to Strike.

The Court agrees with the defense that the response to the motion to strike filed by the Plaintiff is a "a continuation and reiteration of the erroneous statements, faulty assessment of the facts and issues, misstatements, false statements and pleading violations that which was the subject matter of the September 13, 2023, Motion to Strike. Plaintiffs Response is redundant of multiple prior responses she has filed and/or motions that have been filed containing immaterial, impertinent and scandalous statements directed at the Defendants and others who are or at one time have been required to respond or enter rulings against the Plaintiff which in turn automatically are labeled evidence of bias, collusion and conspiracy. As such the Motion to Strike is granted.

September 27, 2023 Motion to Amend

The Motion to Amend is denied. See, MacCollum v. Perkinson, 185 Ariz. 179, 185, 913 P.2d 1097, 1103 (App. 1996). The MacCollum Court of Appeals case states that an amendment should not be granted in a situation where the Court finds that the requested amendment results in undue delay in the request, bad faith, undue prejudice or futility in the amendment. See, MacCollum, supra, at 185, 1103. The probability of futility combined with the confusion and significant enlargement, delays, confusion.

"Although mere delay may not justify denial of leave to amend, notice and substantial prejudice to the opposing party are critical factors in determining whether an amendment should be granted. Owen v. Superior Court, 133 Ariz. 75, 79, 649 P.2d 278, 282 (1982) (quoting Hagerman v. Signal L.P. Gas, Inc., 486 F.2d 479, 484 (6th Cir. 1973)). '[P]rejudice is 'the inconvenience and delay suffered when the amendment raises new issues or new parties into the litigation.' Spitz v. Bache & Co., Inc., 122 Ariz. 530, 531, 596 P.2d 365, 366 (1979) (quoting Romo v. Reyes, 26 Ariz.App. 374, 376, 548 P.2d 1186 (1976)." Twin City Fire Ins. Co., supra, at p. 595.

October 5, 2023 Motion for Correction of Errors

The Motion is denied. This is Plaintiff's twenty sixth request for reconsideration and as counsel for the defense asserts it appears to be an effort by the Plaintiff to delay service as ordered by the court on September 13, 2023.

Motion for Double Damages Application for Attorney's fees. Motion for Relief from Award of Attorney's Fees Dated October 17, 2023.

The Motions are denied and ordered stricken. The subject documentation and filings are redundant, immaterial and impertinent. There is no decision from this Court that allows for the filing under the provisions of ARCP Rule 54(a). There has been not a decision by this Court in favor of the Plaintiff which purport to form the underlying basis for the filing of a proposed form of judgment, all in violation of Rule 54(a).

The Court sets a status conference on December 21, 2023 at 3:30 p.m. The parties may attend in person for the hearing or with the following Zoom information:

Join Zoom Meeting (virtual)

<https://zoom.us/j/75817463013?pwd=KX1FGpzvPcCflUjErYYX3kFENV0gYopL.1>

Telephonic Appearances-

- 1- 602- 753- 0140
- 2- Meeting ID: 758 1746 3013
- 3- Passcode: 123456

Virtual Appearance through Zoom:

Meeting ID: 758 1746 3013
Passcode: 123456

November 20, 2023

Dated


The Honorable Dale Nielson Visiting Judge

cc:

Nancy Knight
nancyknight@frontier.com
Plaintiff

Law Offices Daniel J. Oehler
Djolaw10@gmail.com
Counsel for Defendants

Carolyn Voss*
cvoss@courts.az.gov - Judicial Assistant, Mohave County Superior Court

Take Judicial Notice
CV 2018 04003

EXHIBIT 9

Motion to Dismiss CV 2018 04003

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 **djlaw10@gmail.com**
8 **Daniel J. Oehler, Arizona State Bar No.: 002739**
9 **Attorney for Defendants**

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

8 NANCY KNIGHT,

9 Plaintiff,

10 vs.

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

18 Defendants.

NO.: CV-2018-04003

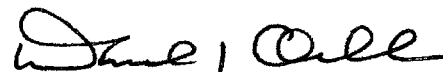
**MOTION TO DISMISS
WITH PREJUDICE
AND FOR AWARD OF
DEFENDANTS' LEGAL
FEES AND COSTS
INCURRED**

19 COME NOW, the Defendants, GLEN LUDWIG and PEARL LUDWIG, Trustees of
20 THE LUDWIG FAMILY TRUST; FAIRWAY CONSTRUCTORS, INC.; and MEHDI
21 AZARMI (hereinafter referred to collectively as the "Defendants"), by and through their
22 attorney, the undersigned, and respectfully request that this Court dismiss this cause of action
23 with prejudice and award the Defendants their reasonable attorney fees and costs in the
24 amounts to be determined.

25 This Motion is supported by the attached Memorandum of Points and Authorities.

26 RESPECTFULLY SUBMITTED this 29th day of November, 2023.

27 LAW OFFICES OF DANIEL J. OEHLER

28 

Daniel J. Oehler,
Attorney for Defendants

1 20, 2023, at 5:03 p.m., with **Exhibit B**, generally stating that Plaintiff had not complied with
2 the Court's specific Order and that in the opinion of the Plaintiff the Court's Order was not
3 an enforceable Order, alleged constitutional issues and that "it could not be sent..." Simply
4 said – the Plaintiff wilfully and deliberately refused and refuses to comply with this Court's
5 specific and definitive Orders.

6 The undersigned is unaware of any motion that has been filed requesting an extension
7 of the November 2, 2023 deadline and believes that no such motion has ever been filed.

8 Arizona Rules of Civil Procedure, Rule 70, in pertinent part reads:

9 "Rule 70. Enforcing a Judgment for a Specific Act

10 (a) A Party's Failure to Act; Ordering Another to Act.
11 If a judgment requires a party to convey land, to deliver a deed
12 or other document, or to perform any other specific act and the
13 party fails to comply within the time specified, the court may
order the act to be done--at the disobedient party's expense--by
another person appointed by the court. When done, the act has
the same effect as if done by the party.

14 * * *

15 (e) Contempt. The court also may hold the
16 disobedient party in contempt."

17 Plaintiff has wilfully and deliberately refused to comply with this Court's specific
18 Orders knowing and being fully aware of the result - that is the Court's specific statement in
19 writing to the Plaintiff of what the consequence would be if Plaintiff failed to comply,
20 namely the "dismissal" of Plaintiff's case.

21 Plaintiff's refusal to abide by this Court's Orders represents open and direct
22 contemptuous conduct for which the Plaintiff should be held in contempt resulting in the
23 imposition of the previously announced contempt sanction, dismissal. Plaintiff's violation
24 of the Court's Orders has been explicitly admitted and acknowledged by the Plaintiff per
25 **Exhibit B**. The prescribed sanction for contempt should be imposed and this matter should
26 be summarily dismissed with prejudice.

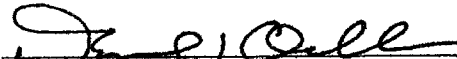
27 ///

28 ///

1 Defendants are entitled to an award of Defendants' reasonable attorney fees and costs
2 in the amounts to be determined for the defense of this matter.

3 RESPECTFULLY SUBMITTED this 29 day of November, 2023.

4 LAW OFFICES OF DANIEL J. OEHLER

5 
6 Daniel J. Oehler,
7 Attorney for Defendants

8 COPY of the foregoing emailed
9 this 29th day of November, 2023, to:

10 Honorable Dale P. Nielson
11 Navajo County Superior Court
12 Post Office Box 668
13 Holbrook, Arizona 86025
14 (928) 524-4220
15 Katelin Lerma, Judicial Assistant
16 kalerma@courts.az.gov

17 Plaintiff

18 Nancy Knight
19 1803 E. Lipan Circle
20 Fort Mohave, Arizona 86426
21 (928) 768-1537
22 nancyknight@frontier.com

23 By: 
24 Patricia L. Emond, Legal Assistant

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

Motion to Dismiss with Prejudice

EXHIBIT A

LAW OFFICES OF DANIEL J. OEHLER

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

November 20, 2023

Via Email: nancyknight@frontier.com

Nancy Knight
1803 E. Lipan Circle
Fort Mohave, Arizona 86426

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

Dear Mrs. Knight:

Our office just received the multiple minute entries from the Court including continuing the Status Conference that was previously discussed and anticipated to take place this week. As a result of that anticipated Status Conference, I decided to not write to you earlier regarding the order requiring notification to the property owners that was to be sent by you by November 2, 2023. To date, I have received nothing that indicates a mailing actually took place. Please confirm that it did and please be kind enough to forward to me either via US Mail or electronically a complete packet that was sent out in accordance with Judge Nielson's orders.

Be advised that I have also briefly spoken with Attorney Elias who indicates she is not aware of any of her clients and your Defendants in the Yavapai case having received anything from you. I can only assume that perhaps you anticipated preparing some sort of acceptance of service for Attorney Elias' clients to transmit directly to Attorney Elias and perhaps that is why you apparently have not sent the individual packets to those individuals?

In any event, I would appreciate your confirming your compliance with the Court's specific order via return email and providing our office with a complete and accurate copy of the packet.

Very truly yours,

LAW OFFICES OF DANIEL J. OEHLER



Daniel J. Oehler, Esq.
DJO/pe



Daniel Oehler <djolaw10@gmail.com>

Knight v. Ludwig, et al. CV-2018-04003

Daniel Oehler <djolaw10@gmail.com>
To: nancyknight <nancyknight@frontier.com>


Mon, Nov 20, 2023 at 4:47 PM

Please see the attached.

Thanks.



Virus-free.www.avg.com

 **Knight 1120 letter.pdf**
55K

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

Motion to Dismiss with Prejudice

EXHIBIT B



Daniel Oehler <djolaw10@gmail.com>

Knight v. Ludwig, et al. CV-2018-04003

Nancy Knight <nancyknight@frontier.com>
To: Daniel Oehler <djolaw10@gmail.com>
Cc: "tshura@lundberg-ellias.com" <tshura@lundberg-ellias.com>

Mon, Nov 20, 2023 at 5:03 PM

You were correct that due to the controversy in the Notice to Property Owners as signed by Judge Nielson that awaits a decision on my Motion regarding the Unconstitutional Gag Order and a decision on the fact that Plaintiff is not suing the Rule 19 parties, the Service Packet could not be sent with the Notice to Property Owners as written.

I await a revised Notice to Property Owners from the Judge so an accurate Service Packet can be mailed to the Parties or some rationale on what I am suing those parties for and what I did to be punished with the Gag Order

Nancy

Sent from Mail for Windows

[Quoted text hidden]

Take Judicial Notice
CV 2018 04003

EXHIBIT 10

Judge Carlisle Transcript Part A 2:00 pm

1 APPEARANCES:

2

3 FOR THE PETITIONER:

4 Pro Per

5

6

7 FOR THE RESPONDENT:

8 Daniel Oehler, Esq.

9 DANIEL J. OEHLER LAW OFFICES

10 2001 Highway 95

11 Bullhead City, Arizona 86442

12

13

14

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24

25

1 LAKE HAVASU CITY, ARIZONA

2 MONDAY, APRIL 2, 2018

3 2:00 P.M.

4 * * * * *

5 (Whereupon, follows a partial transcript
6 requested by the Plaintiff.)

7 THE COURT: This is CV-2018-4003. This is Nancy
8 Knight, Plaintiff, versus Glen Ludwig, et al., Defendants.
9 This is the time set for oral argument on the Defendant's
10 Motion to Dismiss which the Court is treating as a Motion for
11 Summary Judgment because there were attachments -- ultimately I
12 think there were attachments for both sides.

13 And I understand that public documents I
14 probably don't need to convert it to a Motion for Summary
15 Judgment. I'm not convinced necessarily that all the documents
16 would have been public documents. Anyway, so I'm treating it
17 as a Motion for Summary Judgment.

18 Show for the record -- and are you Nancy Knight?

19 THE PLAINTIFF: Yes.

20 THE COURT: -- the presence of the Plaintiff,
21 Nancy Knight, representing herself. Mr. Oehler is representing
22 the Defendants.

23 And who do you have with you, Mr. Oehler?

24 MR. OEHLER: Your Honor, we have here today Jim
25 and Donna Roberts, the homeowners of the home in question.

1 THE COURT: All right. Show for the record the
2 presence of two of the Defendants, Jim and Donna Roberts.

3 And this is the time set for the argument on the
4 Motion for Summary Judgment. I guess I didn't specifically say
5 it in the Order that went out. I generally give people ten
6 minutes per side to argue a case. That's basically how much
7 time we have on the local rules.

8 Because it's your Motion to Dismiss, I will let
9 you go first and last. So I don't know if you want me to give
10 you your full ten minutes at this point or just to let you know
11 when eight minutes have gone by or how you want to approach
12 that, Mr. Oehler.

13 MR. OEHLER: Thank you, Your Honor.

14 I think I'll probably just spend a minute or two
15 and the balance of the time for the reply --

16 THE COURT: All right.

17 MR. OEHLER: -- if that pleases the Court.

18 Your Honor, thank you very much. Again, we are
19 here representing all of the Defendants, including, of course,
20 the homeowners, Mr. and Mrs. Roberts.

21 Your Honor, the Roberts' home was constructed I
22 believe in 2016. They, I think, took occupancy in about the
23 middle of 2016. Their home clearly and unarguably is located
24 in what we call A Tract, Tract 4076-A.

25 The single issue that is before the Court today

1 is whether or not the Plaintiff has standing to bring this
2 litigation. I think it is unarguable and there is certainly
3 nothing before the Court that would indicate otherwise that
4 Ms. Knight and her husband own a property in a completely
5 different tract, a completely different subdivision than that
6 in which the Roberts and the other Defendants are involved.

7 We are not here today, Your Honor, or this
8 afternoon to discuss whether or not there are a multitude of
9 violations that create the declaration in question -- or
10 declarations in question to be voidable.

11 We are here exclusively to review and contest
12 whether or not Mrs. Knight living in a subdivision that was
13 created about 12 years or thereabouts, I believe it was after
14 the 4076-A Tract was -- was built, has standing to argue that
15 the Roberts' property has any impact whatsoever or that she has
16 any right to argue what is happening in a tract that was
17 created a multitude of years prior to the property and the
18 subdivision, the separate tract, separate subdivision, in which
19 Mrs. Knight and her husband live.

20 These are not properties that -- that adjoin one
21 another. I don't believe that Mrs. Knight can even see the
22 project that my clients reside in. Similarly, Your Honor,
23 we're not here to discuss or take exception to the fact that
24 the timing of Mrs. Knight's request to have my clients' house
25 dismantled or torn down is relevant, germane, or can be

1 enforced or would be enforced under Arizona law.

2 Again, issue being whether or not Mrs. Knight
3 has any appropriate and proper standing before this Court to
4 attempt to enforce the subdivision restrictions of a completely
5 separate subdivision from the one in which she resides.

6 THE COURT: All right. And do you have any
7 disagreement that the tract that she lives in which is now
8 numbered apparently 4163 was previously a part of 4076-B?
9 Not -- and I'm not saying A. I'm saying that it was previously
10 a part of 4076-B.

11 MR. OEHLER: It absolutely was, Your Honor. It
12 was a separate parcel -- a separate parcel in the B Tract. And
13 that particular parcel in the B Tract, when the Court as I'm
14 sure it already has reviews the CC&Rs for the B Tract will find
15 that there are no setback requirements of any type whatsoever
16 referring to the parcel that ultimately was sold, I think,
17 either to two or three times prior to the final purchaser who
18 developed T & M Ranching I believe it was, that developed the
19 parcel in 2002 or 2004, whatever it was.

20 My point there being, Your Honor, there have
21 never been -- there has never been in any subdivision with
22 which we're dealing, any front or side setback requirements for
23 the -- for the property in which Mrs. Knight now resides, a
24 different contractor, a different developer, a project that has
25 no CC&Rs whatsoever.

1 In other words, T & M when they resubdivided
2 this parcel that was originally in the B Tract did not record
3 any Codes, Covenants, or Restrictions. You know, Your Honor,
4 and I apologize for taking this much time at the opening, but,
5 you know, if in fact the Court is concerned with the fact that
6 Mrs. Knight resides in a tract on a parcel of ground that was
7 involved in the B Tract, not the A Tract, but the B Tract, I
8 would point out, Your Honor, that perhaps what the Court needs
9 to do upon application being delivered to the Court is wipe out
10 all of the single-family residences in the tract that
11 Mrs. Knight currently resides in, because the B Tract, of
12 course, Your Honor, no restrictions whatsoever as far as side
13 or front setbacks for this parcel, but what it did say is that
14 it was reserved for multi-family residential. Mrs. Knight does
15 not live in a multi-family residential tract, rather it was
16 resubdivided by a different owner, by a different developer.

17 So, you know, if you want to take Mrs. Knight's
18 argument to this Court into heart, then, in fact, the entire
19 tract in which she resides is a violation of the CC&Rs. And,
20 of course, I suppose according to the Knight theory, her house
21 and all her neighbors, just like my clients' house, needs to be
22 torn down because it's not a multi-family residential property.
23 Indeed, Your Honor, that argument is just fallacious.

24 We're dealing with an original B Tract property
25 that was sold in bulk and resubdivided. Even if you want to

1 utilize the B Tract CC&Rs, Your Honor, even if the Court
2 chooses to do that, use the front and side setbacks that are
3 set forth in the B Tract for this particular parcel and you'll
4 find there is no restriction whatsoever.

5 My point being, Your Honor, that -- that these
6 are separate projects developed by separate developers at
7 separate times, and every one of the Desert Lakes tracts have
8 their own Codes, Covenants, and Restrictions, every one of
9 them.

10 And the law that I cited to the Court in my
11 reply memorandum from multiple jurisdictions generally
12 utilizing the restatement third clearly indicate that unless
13 they're -- unless one can prove that there is a common scheme
14 by common developers, then the person in Ms. Knight's position
15 does not have standing to argue what the neighboring
16 subdivision can or cannot do.

17 To enforce, which is the case here,
18 Mrs. Knight's effort to force down a separate tract developed
19 by a different developer at a different point in time with its
20 own CC&Rs, those are the litmus tests that are used. And in
21 each instance, Your Honor, we have a separate developer, a
22 separate tract, separately identified even though it came out
23 of one property, each of which has its own separately recorded
24 Codes, Covenants, and Restrictions. Those are the tests that
25 are used, and those tests fail when they are imposed or

1 attempted to be imposed by Mrs. Knight.

2 Thank you.

3 THE COURT: All right. And you ended up using
4 most of your time. You only have about a minute left, so --

5 MR. OEHLER: Thank you, Judge.

6 THE COURT: All right. Ms. Knight, you get to
7 use all your time at once, so --

8 THE PLAINTIFF: And I'd like to say I hate to
9 feel railroaded, but I -- I brought -- I did a lot of research.
10 Thank you for this chance for oral arguments, and, however, the
11 time is so limited.

12 I did a lot of research to get more documents
13 available for you to look at. The original developer, I got
14 his original A.D.R.E. reports, and I got more -- I got -- I
15 ordered from the recorder more of the CC&Rs for all the tracts,
16 so we've got all -- there are six tracts and seven -- no, seven
17 tracts and six versions of the CC&Rs, but it's a main
18 boilerplate for all of them with just a little bit of specifics
19 for -- within a tract if they had flooding issues or drainage
20 issues, whoever would purchase those particular lots had to be
21 informed of that.

22 Anyway, I put together -- I've got this whole
23 packet of exhibits for you, and my oral arguments, and my list
24 of exhibits. I didn't know how to file it with the Court, but
25 I have this available for you to look at, and I'll try to get

1 through my oral arguments.

2 There is something in the CC&Rs on the last page
3 of every one of them, the grammatical change argument. And, by
4 the way, this is a single 300-acre development, Desert Lakes
5 Golf Course and Estates, AKA is written in many of the
6 documents that -- and the county calls it the Desert Lakes
7 Subdivision. Everybody calls it the subdivision. We didn't
8 purchase something in a tract to be isolated from the whole
9 project.

10 We -- and the golf course -- the original
11 4076-A had a golf course, a clubhouse, and sewage treatment
12 plant all included in that original tract. That -- and we were
13 all connected to that same -- all those lots were connected to
14 that same sewer. That makes it one uniform development.

15 And we should be looking at it -- the last page,
16 and I want to get to it because I might run out of time, the
17 grammatical change argument. In all the recorded CC&Rs,
18 declarations, whether cited in provision 21 or 22 -- because
19 one of the documents had an extra paragraph that had to be
20 included.

21 So it states "the singular wherever used herein
22 shall be construed to mean the plural when applicable and" --
23 this is important -- "the necessary grammatical changes
24 required to make the provisions hereof apply either to
25 corporations or individuals, men or women, shall in all cases

1 be assumed as though in each case fully expressed."

2 That was the portion of the -- to prevent what
3 happened for whoever that was that -- the 1961 case that he
4 cited where that poor woman is sitting with a -- she -- she
5 assumed everyone's got a five-foot setback and the Court said,
6 no, you're in two different tracts within this one subdivision,
7 that case that he brought up, this part of our CC&Rs prevents
8 that from happening to us.

9 In all cases -- you shall in all cases assume
10 that it's fully expressed that this -- this whole subdivision,
11 the Desert Lakes Golf Course and Estates Subdivision, comes
12 under these CC&Rs. And I brought case law that I was gonna if
13 I had if time to read it all to you. And with limited time, I
14 can't go through my whole thing, but let me -- let me find my
15 case law.

16 And, by the way, an interest of a higher
17 authority had me advise this case. It's not just me. This is
18 not self-serving motive at all. The Attorney General's Office
19 was interested in it. They advanced it to their special
20 investigations section, and that -- it even went to the F.B.I.
21 So -- and I've got -- I brought some emails, this packet if you
22 wanted to have a look at it maybe when there's time just to
23 prove that I'm not lying. So the -- I'm looking for the law.

24 Oh, the master planned community, he argued
25 that. He brought up some -- some law about planned community.

1 No, we are not a planned community. We are a master planned
2 community, and it wasn't just T & M that called it that.
3 Mr. Angelo Rinauldi (phonetic) who is a main player in this
4 whole development, he was -- he was there from the start, he
5 was appointed to the architectural control committee, he was --
6 he's cited in every one of our CC&Rs, and he even purchased a
7 small section of another subdivision, Mohave Mesa Acres, and
8 adjoined a few lots into the Golf Course and Estates. And in
9 his A.D.R.E. reports he says it's a master planned community.
10 So I just want to make that clear.

11 Because some of the law that I was going to --
12 if I can find it quickly, law argument. Okay.
13 *Leonard* (phonetic) -- *Leonard* (phonetic) v. *Jet Homes*, it is
14 cited, where restrictive covenants are imposed upon an area
15 included within a single subdivision or plan of development,
16 and that's what we've got, a single plan of development,
17 300 acres with a golf course in the middle, a clubhouse, and a
18 sewer treatment plant -- the restrictions are characterized as
19 real rights running with the land and not merely rights
20 personal to the vendor. They inure to the benefit and are
21 consequently enforceable by all other grantees of property in
22 the subdivision in which come under the same plan of
23 development. Every one of our homes are under the same plan of
24 development. So that was cited in that part that he didn't
25 cite for you in his arguments.

1 Determining what constitutes a general plan of
2 development creating these reciprocal rights and what area is
3 included therein, certain standards are applied among which
4 are that an intent on the part of the original grantor -- which
5 is that original developer, and you will see he's called --
6 he's called a developer in his A.D.R.E. reports -- to establish
7 such a plan must be found from either his language or
8 conduct -- you can see from the CC&Rs one boilerplate was used
9 for the whole thing -- and the area covered by the scheme must
10 be described so as to clearly be ascertainable.

11 So my comment in here, the area covered by the
12 scheme is the entire area surrounding the developer's golf
13 course. It's easily ascertainable that AKA Desert Lakes Golf
14 Course and Estates, had an established plan, especially
15 considering it even had its own sewage plant. There was not a
16 separate and distinct plan for each of the tracts.

17 The master plan is a single plan of development
18 that was designed by the subdivider of lots and parcels in the
19 various tracts and who was the original developer, which -- and
20 it's Desert Lakes Development, L.P., Limited Partnership. The
21 remedy of one grantee to -- this is another part of law -- one
22 grantee to prevent a violation of or to enforce compliance with
23 the restrictions by another is by injunction.

24 And I'm saying the Defendants have thumbed their
25 noses -- Medhi isn't here, especially Medhi -- thumbed their

1 noses at their contract and at the rights of every property
2 owner coming under the same plan of development within Desert
3 Lakes Golf Course and Estates Subdivision, enforcement of the
4 restrictions and remedies by injunction is essential to
5 justice.

6 As was said in *Murphy v. Marino* -- I'll give you
7 the scripts so you can see one section of the law -- in order
8 to create a binding covenant running with the land in a
9 subdivision which is enforceable by any purchaser of a property
10 therein, there should be a uniform plan of restriction
11 applicable to the subdivision as a whole or to a particular
12 part known to each purchaser and thereby by reference or by
13 implication forming a part of his contract with the subdivider.

14 The uniform plan of restriction -- restrictions
15 which are pertinent parts of this matter at hand and are
16 applicable to the Desert Lake Golf and Estates master planned
17 subdivision as a whole is for the 20-foot regular setbacks and
18 no signage on unimproved lots.

19 These and many other uniform plans of
20 restrictions are applicable to the Desert Lakes Subdivision as
21 a whole, such as the life of the document and perpetuity,
22 invalidations by a Court Order, consequences for violations or
23 attempted or threatened violations -- which is another thing
24 that Medhi did -- conflicts with zoning ordinances, and the
25 very important last provision which I stated before, the

1 necessary grammatical change were all specified uniformly
2 throughout the five tract versions of the CC&Rs and therefore
3 applied to the entire Desert Lakes master planned subdivision
4 as a whole.

5 I don't know if I -- I can't get through all of
6 my pages because I know it took me an hour and a half to read
7 it to my husband and you only gave us 30 minutes.

8 We couldn't have a continuance, could we maybe?

9 THE COURT: (Shakes head.)

10 THE PLAINTIFF: No. Okay. So let's see. Where
11 these principals must be applied to determine one's right to
12 enforce a covenant it becomes --

13 THE COURT REPORTER: You are going to have to
14 slow down. I know you are limited on time, but I can't keep
15 up. I apologize.

16 THE PLAINTIFF: I can give you the script, you
17 know, I've got it.

18 THE COURT REPORTER: If you could just try
19 again, please.

20 THE PLAINTIFF: From the law of property where a
21 tract of land is subdivided into lots and burdened with
22 restrictive covenants, real rights are created running with the
23 land in favor of each and all of the grantees.

24 The basis of the creation of this right is the
25 mutuality of burden and the mutuality of benefit as between the

1 grantees arising out of the imposition of such restrictions on
2 the land itself. This mutuality of burden and benefit
3 constitutes reciprocal promises between the grantees each
4 supported by that of the other. The --

5 THE COURT: All right. Sorry to interrupt,
6 Ms. Knight. You've used up your time. And I know that
7 Mr. Oehler used more of his time than he anticipated. I do
8 have another hearing. I can probably give you each another
9 five minutes if you want.

10 Mr. Oehler, do you have any objection to that?

11 MR. OEHLER: No, Your Honor.

12 THE COURT: All right. I'll give you five more
13 minutes so -- but I'm not gonna go beyond the five minutes.

14 THE PLAINTIFF: Just one question.

15 May I give you the evidence and the script
16 maybe?

17 THE COURT: Generally, even on a Motion to
18 Dismiss --

19 THE PLAINTIFF: A Summary Judgment where we
20 could, you know, written, but you said it was oral, so I
21 prepared this. I did all that research.

22 THE COURT: Generally on a Motion to Dismiss I
23 wouldn't consider any evidence. On a Motion for Summary
24 Judgment I would consider the evidence that's submitted with
25 the pleadings. So either way, even if I granted oral argument,

1 I'm not generally going to consider additional evidence. So if
2 you -- so, no, I guess would be the short answer.

3 THE PLAINTIFF: I guess you get a minute.

4 THE COURT: You've got five more minutes, so --

5 THE PLAINTIFF: I have five more?

6 THE COURT: Yeah.

7 THE PLAINTIFF: Oh. Okay. And thus far the
8 Defendant's motion has avoided the critical --

9 THE COURT REPORTER: I'm not gonna be able to do
10 it, five minutes or not.

11 THE COURT: Ms. Knight --

12 THE PLAINTIFF: I know. I can't speak slow and
13 try to get it all in.

14 THE COURT: Well, then you need to figure out
15 what's the most important things for you to say because --

16 THE PLAINTIFF: Okay. The government even
17 joindered, in the legal language, 762 of the property owners'
18 lots for -- in the Desert -- what they call the Desert Lakes
19 Subdivision by a proposed B.O.S. resolutions 2016-125 and
20 2016-126.

21 So even the government took out the whole Desert
22 Lakes Golf Course Estates Community, we're gonna do a B.O.S.
23 resolution, and adjoined all of our lots into one what they
24 call the Desert Lakes Subdivision and sent out mailing notices.
25 I brought -- I brought in all the notices that came to my

1 house. I'm part of -- I'm part of the tract, the Desert Lakes
2 Golf Course and Estates.

3 And I had to argue to get them to deny that
4 B.O.S. resolution that was gonna change the setbacks in the
5 entire subdivision when most of our lots are already built, and
6 it was gonna take the views away from other people which is
7 what happened when Mehdi did this with their home and, you
8 know -- I'm sorry this happened to you, and I'm not asking to
9 tear down the whole house. And there -- there were some --
10 there were some options that could happen in mediation that,
11 you know, for how they might remedy their problem. They've got
12 a problem.

13 And if we had to appeal, if I find -- you want
14 me to bring in other Plaintiffs that live in 4076-A, you know,
15 this could -- this could go on forever, and I don't know. My
16 time is almost up. I leave you the floor.

17 THE COURT: All right. You still have three
18 minutes left if you have anything else you want to say.

19 THE PLAINTIFF: Oh, there's lots, but -- so if
20 you're not gonna take any more evidence, I mean, the master
21 planned subdivision I was gonna show you Rinauldi's (phonetic)
22 statement on that. You already know the -- the road
23 department, the planning commission, Glen Ludwig's own
24 statement that it's a master -- it's a subdivision -- Desert
25 Lakes Golf Course and Estates is a subdivision, and that's part

1 of your evidence packet, which, by the way, I asked your clerk,
2 Mary King, she's not in here, if you had gotten my Plaintiff's
3 objections to his evidence offered in reply or something and
4 she said, yes, it was on your desk.

5 And when you -- when the notice came out for
6 this hearing today, this oral arguments, it wasn't among the
7 filed documents that you -- so I'm hoping you have this packet
8 as well and the evidence that I did submit. It was filed.

9 THE COURT: I've considered that.

10 THE PLAINTIFF: Okay. Very good. So you've got
11 a lot of that. So you've got my title insurance policy that
12 shows that I -- I have CC&Rs. They want to argue I have no
13 CC&Rs and I have no setback restrictions, that's not true. We
14 all -- we all -- every -- every lot has 20-foot front and rear
15 setbacks, and that's where, you know, some people want to take
16 advantage of other people and break the rules.

17 I think I can't -- I can't -- I can't give
18 you -- I've got too much here to try to figure out which is
19 most important.

20 THE COURT: All right. Thank you, Ms. Knight.
21 Mr. Oehler, any final argument?

22 MR. OEHLER: Briefly, Your Honor.

23 I don't think anyone is saying that there are no
24 front or side setback requirements. The issue is whether they
25 are derivative of the Codes, Covenants, and Restrictions, not

1 whether they are derivative of Mohave County setback
2 requirements. Of course, Mohave County adjusted the setback
3 requirements on the Roberts' home. It went through the hearing
4 process and the setbacks were changed to specifically provide
5 authority for the Roberts' home as it was built.

6 So the argument, Your Honor, is not whether
7 there are no setback requirements. The Roberts built their
8 home in accordance with the county law. The county grantor
9 granted amendment to the then existing county requirement --
10 minimum requirements.

11 The issue is, Your Honor, whether or not the
12 declaration in question can be enforced by this Plaintiff.
13 Your Honor, Mrs. Knight is exactly correct, Desert Lakes Tract
14 4076-A is a subdivision as is the B Tract, the C Tract, the
15 D Tract, the tract in which Mrs. Knight resides.

16 The problem, Your Honor, is that each one of
17 those subdivisions are a separate subdivision in and of itself
18 and that is precisely why each of them with the exception of
19 the youngest, the one in which Mrs. Knight resides, has their
20 own separate Codes, Covenants, and Restrictions. Every one of
21 them do, Your Honor. And I believe there were three or four
22 separate owners, separate developers. There is no master set
23 of CC&Rs.

24 Laughlin Ranch, for instance, and many other
25 major subdivisions have an umbrella set of CC&Rs, and then they

1 have separate within that master set. That did not occur here.
2 We're dealing with independent, independently owned, and
3 independently developed subdivisions.

4 Mrs. Knight does not live in the A Tract.
5 The -- she does not live in the B Tract. She has no standing
6 to bring this litigation against my clients. Your Honor, the
7 argument that there is one sewer system is, again, simply a red
8 herring.

9 You know, I would suggest to the Court that
10 there is one sewer system in the city of Lake Havasu. At the
11 present time there is one sewer system in the city of Bullhead
12 City. The fact that there is a single sewer system, even one
13 that is privately developed, such as two that my own company
14 has developed over the years, because they serve XYZ Tract and
15 FGH Tract is irrelevant. It does not bring those subdivisions
16 into a master umbrella set of CC&Rs and none was created.

17 The law, Your Honor, that we have presented is
18 in accordance with the restatement second -- or third, excuse
19 me, of property and servitudes, and the Court decisions, even
20 though they are not in general from the state of Arizona, all
21 clearly specify what it takes for a Plaintiff to bring
22 litigation such as that brought by Mrs. Knight, and it gives
23 this Court the litmus test of if these elements are present,
24 separate CC&Rs, separate developers, separate subdivisions
25 developed in separate periods of time, in this case over a

1 12- or 13-year period of time, these were all indications that
2 they are dealt with and to be dealt with separately.

3 And somebody that lives in Subdivision A cannot
4 bring an action to enforce Subdivision A's CC&Rs if they live
5 in Subdivision X, and that's precisely what is before the Court
6 and the only law that has been presented to this Court in
7 regard to the issues before you today.

8 Thank you, Your Honor.

9 (The proceedings were concluded at 2:49 p.m.)

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CERTIFICATE OF REPORTER

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I, Dawn M. Duffey, Official Reporter in the Superior Court of the State of Arizona, in and for the County of Mohave, do hereby certify that I made a shorthand record of the proceedings had at the foregoing entitled cause at the time and place hereinbefore stated;

That said record is full, true, and accurate;

That the same was thereafter transcribed under my direction; and

That the foregoing (22) typewritten pages constitute a full, true, and accurate transcript of said record, all to the best of my knowledge and ability.

Dated at Lake Havasu City, Arizona, this 3rd day of April 2019.

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

Take Judicial Notice
CV 2018 04003

EXHIBIT 11

Judge Carlisle Transcript Part B 2:33 pm

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

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

Before the Honorable Derek Carlisle, Judge

Monday, April 2, 2018

2:33 p.m.

Lake Havasu City, Arizona

REPORTER'S PARTIAL TRANSCRIPT OF PROCEEDINGS

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

1 APPEARANCES:

2

3 FOR THE PETITIONER:

4 Pro Per

5

6

7 FOR THE RESPONDENT:

8 Daniel Oehler, Esq.

9 DANIEL J. OEHLER LAW OFFICES

10 2001 Highway 95

11 Bullhead City, Arizona 86442

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1 LAKE HAVASU CITY, ARIZONA

2 MONDAY, APRIL 2, 2018

3 2:33 P.M.

4 * * * * *

5 (Whereupon, follows a partial transcript
6 requested by Mr. Oehler.)

7 THE COURT: All right. Well, I have to make a
8 decision. And, again, this was initially filed as a Motion to
9 Dismiss for Failure to State a Claim with the argument being
10 that pursuant to Rule 8 of the Arizona Rules of Civil
11 Procedure, that Ms. Knight didn't have the authority to bring a
12 claim.

13 So with respect to that, the Court has to look
14 at that narrow issue of does she have the authority to bring a
15 claim. And the basis for Ms. Knight having the authority to
16 bring a claim is the -- sorry, my judicial assistant just sent
17 me a note. The basis for Ms. Knight's claim is she is saying
18 because of the Codes, Covenants, and Restrictions, that she is
19 seeking to enforce those Codes, Covenants, and Restrictions,
20 and that is basically her way of saying I have the authority to
21 file this suit against somebody who lives in -- not directly
22 next to me or not near me, who is not immediately in proximity
23 to me, but is, I think, everybody agrees in a different tract
24 at least.

25 The Codes, Covenants, and Restrictions for both

1 4076-A and 4076-B contain some similar language, and I don't
2 know if I'll be able to read it on this monitor because it's
3 somewhat small, but it was referenced in the Motion to Dismiss,
4 and I think both parties are aware of it, and it's taking me a
5 really long time to get there, but it says the violation or
6 threatened or attempted violation of the Codes -- or the
7 Covenants, Conditions or Restrictions -- I think I might have
8 said it wrong -- shall be lawful for the Declarant, its
9 successors or assigns, or any person or persons owning real
10 property located within the subdivision to prosecute
11 proceedings at law or in equity against all persons violating
12 or attempting to violate.

13 So basically it's limited to all persons who --
14 or any person owning real property located within the
15 subdivision. And within the CC&R's, and, again, this started
16 as a Motion to Dismiss, so I have to start with the CC&R's. It
17 doesn't necessarily define subdivision, what is meant by
18 subdivision.

19 But when I'm looking at the CC&R's, there are
20 examples, and I'm just going with the most obvious example
21 because it's the easiest one to articulate. The first article
22 talks about a Committee of Architecture, and it says that there
23 is created a Committee of Architecture, and then it says at
24 such time that 90 percent of the lots within the subdivision
25 have been sold by Declarant, or within one year of the issuance

1 of the original public report, whichever occurs first, the
2 owners of such lots may elect three members to consist and
3 serve on the Committee of Architecture.

4 The next paragraph says notwithstanding anything
5 heretobefore stated -- maybe it's hereinbefore -- architectural
6 review shall be vested in the initial Architecture Committee.
7 And then it says until such time as 90 percent of the lots in
8 Tract 4076, and in this instance B, have been sold by
9 Declarant. And the ones for Tract 4076-A say the same thing,
10 until 90 percent of the lots in 4076-A have been sold by the
11 Declarant.

12 So when I look at that, it seems clear to me
13 that the intent of the Codes, Covenants, and Restrictions is to
14 define a subdivision as a tract. So a tract 4076-A is a
15 subdivision, Tract 4076-B is a subdivision for purposes of the
16 CC&R's. And, again, that is what I am focused on in my
17 analysis is are the tracts the subdivision or is the whole
18 community a subdivision.

19 And when I read the CC&R's, there is -- it is a
20 subdivision. That's consistent with the fact that each tract
21 has a different final plat. It's consistent with the fact that
22 each of the tracts have their own CC&R's. So I am finding that
23 the reference to subdivision within the CC&R's is a reference
24 to a particular tract.

25 There is no dispute -- there's no genuine of

1 issue of material fact in this case that the Roberts' home is
2 in Tract 4076-A. The Knight home is in a tract that was
3 previously part of 4076-B, now is Tract 4163.

4 I am finding -- and I guess to answer a
5 question, sorry, I'm going to digress for just a second. One
6 of the exhibits, I think it was Exhibit 1-C, which is labeled
7 as a subdivision index in the objections filed by Ms. Knight,
8 and whether you can submit additional evidence after the Reply
9 brief has been filed is probably questionable.

10 But even if I consider that, Exhibit 1-C, which
11 was labeled as a Mohave County Subdivision Index, it lists, I'm
12 assuming, subdivisions, and it lists Tract A, Tract B, Tract C,
13 Tract D all separately. They are on consecutive lines. That
14 would suggest that each one of those is a subdivision. So that
15 is all consistent with each tract being its own subdivision.

16 And I am finding based on the language in the
17 CC&R's, that the CC&R's give the authority for somebody within
18 a tract to enforce the CC&R's for that tract.

19 MS. KNIGHT: With the exception of Provision 21
20 and 22.

21 THE COURT: Ms. Knight --

22 MS. KNIGHT: Excuse me.

23 THE COURT: -- you've had your chance.

24 MS. KNIGHT: Your Honor, I'm sorry.

25 THE COURT: So because of that I am finding

1 that Ms. Knight does not have the authority to enforce any
2 CC&R's in Tract 4076-A. However, there's also not a dispute
3 that Tract 4163 was previously a part of 4076-B, and 4076-B
4 specifically says it applies to lots and parcels within 4076-B.
5 So Ms. Knight can enforce the CC&R's for 4076-B within
6 Tract 4076-B. She can't enforce the CC&R's for 4076-B in a
7 different tract. So she can't enforce those in 4076-A, but she
8 can in 4076-B.

9 And since this is all just predicated on whether
10 she has the authority to file a suit or not, what I am finding
11 then is with respect to the two counts in the Complaint, the
12 first count clearly discusses setbacks or the violation of
13 setbacks with respect to a particular residence in 4076-A.

14 I am granting the Motion to Dismiss with respect
15 to count 1 which deals with a particular lot, apparently the
16 lot owned by the Roberts at this point in time. I am denying
17 the Motion to Dismiss with respect to count 2 to the extent
18 that she can -- at least has the authority to assert violations
19 of signage or other violations in 4076-B.

20 Because I -- the language of the CC&R's says it
21 runs with the parcels. This was part of the parcel. I don't
22 see anything that says it was excluded once it was sold. So I
23 am finding she can sue for things that occurred in 4076-B, not
24 4076-A. So the Motion to Dismiss is granted with respect to
25 count 1, denied with respect to count 2.

1 MS. KNIGHT: So the attempt -- may I, Your
2 Honor? So the attempt to violate that happened under the BOS
3 Resolutions that Mehdi -- I mean, he gave presentations and
4 everything, that -- that is still -- I have authority for that;
5 right? I think that's what you just said.

6 THE COURT: All I'm saying is I granted with
7 respect to count 1, I'm denying with respect to count 2 because
8 you do have the authority I am finding to -- limited to things
9 that happen in 4076-B.

10 MS. KNIGHT: Okay.

11 THE COURT: So -- and my recollection of count 2
12 is it's kind of limited to putting signs on unimproved lots.
13 So if there are signs on unimproved lots in 4076-B, you might
14 be able to pursue that. And, again, this is just whether she
15 has the authority to sue or not.

16 So, Mr. Oehler, I don't know if you want to
17 prepare a Proposed Form of Order with respect to the dismissal
18 of count 1 or not or --

19 MR. OEHLER: Your Honor, I think, you know, we
20 perhaps had best do that, and also include the Court's
21 reasoning in regard to the signage. You know, I cannot sit
22 here and say that any client I represent in this lawsuit has a
23 single sign in the B Tract. I don't know. I, you know, was
24 really focused on the A Tract issues.

25 THE COURT: And I understand that. I'm not

1 saying this resolves the case -- well, resolves the case with
2 respect to count 1.

3 Again, this is just whether she --

4 MR. OEHLER: Correct.

5 THE COURT: I don't want to use the word
6 standing, but it's basically a standing argument, and doesn't
7 necessarily resolve whether there is a justiciable complaint
8 with respect to things that are occurring in 4076-B or not.

9 MS. OEHLER: Yeah, Your Honor, if, you know,
10 obviously after you recess, I would talk with the clerk (sic)
11 and have her send me a copy of the transcript from which I
12 would prepare a Proposed Form of Order.

13 THE COURT: All right. Well, anything else then
14 at this point in time?

15 MR. OEHLER: No, Your Honor. And I would assume
16 that it would be acceptable with the Court that we can follow
17 this up with an affidavit dealing with the issue of fees and
18 costs?

19 THE COURT: Yeah. And I didn't specifically
20 address that issue because -- because I think that you won in
21 part and lost in part since I dismissed one of the counts but
22 not the other count.

23 MR. OEHLER: Well, Your Honor, you're
24 certainly --

25 THE COURT: You can make a motion with respect

1 to that --

2 MR. OEHLER: Okay. Thank you.

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

5 MR. OEHLER: Thank you.

6 Anything else, Ms. Knight?

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

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

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

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

21 MS. KNIGHT: Okay.

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

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

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

1 authority for violation --

2 MS. KNIGHT: Under the same case.

3 THE COURT: -- in 4076-B only.

4 MS. KNIGHT: Yes, under the same case. We don't
5 have -- so we now go to disclosure or what do we do? What is
6 the next step? You answer now to that --

7 THE COURT: All right.

8 MS. KNIGHT: -- Mr. --

9 THE COURT: We'll send --

10 MR. OEHLER: Your Honor, I -- simply so we don't
11 have additional argument in paper or in person, I would assume,
12 therefore, that the notice of -- excuse me, the Order of
13 Dismissal will dismiss Mr. and Mrs. Roberts since they're
14 obviously in the A Tract and dealing exclusively here as
15 Defendants as a result of their residence.

16 THE COURT: I would have assumed that as well,
17 but I'm assuming you will submit a notice -- or a lodged
18 judgment, and --

19 MR. OEHLER: I will.

20 THE COURT: -- there may or may not be
21 objections to it --

22 MR. OEHLER: Sure.

23 THE COURT: -- but we'll go from there once I
24 see it and once I rule on any objections to it.

25 MR. OEHLER: Thank you.

1 MS. KNIGHT: One other thing because what is --
2 what I wrote in count 1 and count 2, they may have been
3 intertwined. I'm not sure if they were separate. So can we
4 do -- you have to dismiss all of count 1 and all of -- keep all
5 of part 2 or just the part about the house?

6 THE COURT: I have dismissed all of count 1. I
7 have limited count 2 as I've said.

8 MS. KNIGHT: So I have to go back and read all
9 of count 1 and see what was dismissed. Okay.

10 THE COURT: All right. Stand at recess. And I
11 do have another hearing that was supposed to start at 2:30.

12 (The proceedings were concluded at 2:49 p.m.)

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CERTIFICATE OF REPORTER

I, Dawn M. Duffey, Official Reporter in the Superior Court of the State of Arizona, in and for the County of Mohave, do hereby certify that I made a shorthand record of the proceedings had at the foregoing entitled cause at the time and place hereinbefore stated;

That said record is full, true, and accurate;

That the same was thereafter transcribed under my direction; and

That the foregoing (12) typewritten pages constitute a full, true, and accurate transcript of said record, all to the best of my knowledge and ability.

Dated at Lake Havasu City, Arizona, this 2nd day of April 2018.

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

Take Judicial Notice
CV 2018 04003

EXHIBIT 12

Judge Carlisle's Dismissal and Orders June 11, 2018

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MOHAVE

**HONORABLE DEREK CARLISLE, SUPERIOR COURT JUDGE
DIVISION II
DATE: JUNE 11, 2018**

***mk**

COURT NOTICE / ORDER / RULING

NANCY KNIGHT, et al.

Plaintiff(s),

and

GLEN LUDWIG, et al.

Defendant(s).

CASE NO. CV2018-04003

On April 4, 2018, the plaintiff filed a motion for stay of execution of summary judgment. The defendants filed a response on April 11 opposing the motion, arguing that no judgment had been entered when the motion was filed. The motion for stay of execution was filed prior to any judgment being entered.

IT IS ORDERED denying the motion for stay of execution of judgment.

On April 11, the defendants lodged a proposed form of order, which included proposed findings. The defendants contemporaneously filed an application for attorney's fees and supporting affidavit. On April 13, the plaintiff filed an objection to the defendants' proposed order and lodged proposed findings of her own. The plaintiff filed an objection to the defendants' application for attorney's fees on April 17. The defendants filed an objection to the plaintiff's proposed findings and order.

With respect to the issue of attorney's fees, the Court finds that the defendants would generally be entitled to attorney's fees since the CCR's are a contract. However, one of the factors the Court has to consider is whether the successful party prevailed on all relief sought. *Associated Indemnity Corp. v. Warner*, 143 Ariz. 567, 570 (1985). The second count has not been resolved, so the Court cannot determine whether the defendants have prevailed on all the counts. The issue of attorney fees should be resolved when all of the counts have been resolved. *See, e.g.*, Rule 54(g)(3)(B) of the Arizona Rules of Civil Procedure ("ARCP") ("If a decision or

judgment adjudicates fewer than all claims and liabilities of a party, a motion for fees must be filed no later than 20 days after any decision is filed that adjudicates all remaining claims in the action.”). The proper time to determine attorney’s fees is when the case has been resolved.

The Court recognizes that dismissal of count one resolves the case with respect to the Roberts defendants. However, the defendants did not include the Rule 54(b) language in the proposed order. Additionally, although the defendants estimated how much of the fees incurred were devoted to count one, the defendants did not provide the Court with any breakdown of the amount of fees for which the Roberts defendants were responsible.

IT IS ORDERED denying the defendants’ application for attorney’s fees without prejudice, subject to being resubmitted when count two has been resolved or the case has been dismissed.

The Court has reviewed the findings and orders submitted by each party. The primary difference is whether count one should be dismissed with prejudice. The Court finds it is appropriate to dismiss count one with prejudice.

IT IS ORDERED granting the defendants’ objections to the plaintiff’s proposed findings and order. The Court will not sign the plaintiff’s proposed findings and orders.

IT IS ORDERED denying the plaintiff’s objections to the defendants’ proposed findings and order. The Court has signed the defendants’ proposed findings and orders, deleting the paragraph regarding attorney’s fees.

On May 2, the plaintiff filed a motion to amend the complaint. The defendants filed a response and the plaintiff filed a reply. Although the proposed amended complaint contained some cosmetic changes, the primary modification was that the plaintiff was seeking reimbursement for the expense of the taxpayers in determining whether to grant one of the defendant’s request for a variance of the set back requirements. Additionally, the plaintiff sought relief for other property owners. The Court finds that the plaintiff’s attempts to expand the scope of this case should be denied. The plaintiff has presented no authority for the proposition that she has the authority to represent the taxpayers or other property owners. Therefore, the amendment would be futile.

IT IS ORDERED denying the motion for leave to amend the complaint.

Finally, on May 21, the defendant filed a proposed finding of fact and order with respect to count two. However, count two has not been resolved. The plaintiff has not even requested a hearing pursuant to ARCP Rule 65(a). The Court will take no action on the proposed findings of fact and order with respect to count two.

cc:

Nancy Knight*
1803 E. Lipan Circle
Fort Mohave, AZ 86426
nancy@thebugle.com
Plaintiff

Daniel J. Oehler*
Attorney for Defendants
djolaw@frontiernet.net

Honorable Derek Carlisle
Superior Court Judge

Take Judicial Notice
CV 2018 04003

EXHIBIT 13

Plaintiff's Reply: Seeking Grounds Imposed by the Court for Law Suit

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 vs.

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

21 Defendants.

Case No.: CV 2018 04003

**PLAINTIFF'S REPLY TO
DEFENDANT'S DECEMBER 8, 2023
RESPONSE TO DENY PLAINTIFF A
COURT DECLARATION ON WHAT
GROUNDS THIS COURT HAS
IMPOSED ON PLAINTIFF FOR
SUING RULE 19 PARTIES**

**Hon. Judge Nielson
Visiting Judge**

21 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, hereby submitting her Reply
22 to Defendant's Response to Deny her request to end a controversy over this court forcing
23 the Plaintiff to sue Rule 19 parties when she has no grounds for so doing. Plaintiff will
24 also be forced into a position of contravention in CV 2022 00177, being tried in Yavapai
25 County, where seven Breach of Contract defendants are among the Rule 19 parties and
26
27
28

1 are already being sued on the grounds of Breach of Contract for setback violations and
2 for two defendants being sued on the grounds of fence violations.

3
4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 Plaintiff has informed this court multiple times that she is not suing the Rule 19
6 parties and the court has not been able to relieve the Plaintiff of the original imposition by
7 the Hon. Judge Jantzen. This court claims he cannot change an order that was imposed by
8 the former court.
9

10 This case is pending dismissal for Plaintiff's failure to mail Notice to Property
11 Owners with the claim that she was suing them. Plaintiff has found no evidence that Rule
12 19 requires a court to impose a law suit against indispensable parties.
13

14 Plaintiff is uncertain as to why the court is imposing a Summons and/or other
15 documents with the claim that the Plaintiff is suing these property owners.
16

17 Notice to the Property Owners is sufficient to provide these Rule 19 parties with
18 the opportunity to defend their rights to protect their Declaration of CC&Rs. The claim
19 that they are being sued without informing them on what they are being sued for is a
20 violation of Rule 12 (b)(6).
21

22 Plaintiff needs to be able to state a claim upon these property owners for which
23 relief can be granted.
24

25 Hundreds of these property owners have no violations of the Declaration
26 whatsoever pursuant to the data provided to the court by the Defendants.

27 Pursuant to Arizona Statute §12-1831 "Courts of record within their respective
28 jurisdictions shall have power to declare rights, status, and other legal relations whether

1 or not further relief is or could be claimed.” It appears this court has taken the power to
2 declare the legal relations of the Plaintiff to the Rule 19 Parties. Those legal relations
3 must have a basis of law for grounds of suing them.
4

5 The purpose of Statute §12-1842, is to settle and to afford relief from uncertainty
6 and insecurity with respect to rights, status, and other legal relations; and is to be liberally
7 construed and administered. Such declaration shall have the force and effect of a final
8 judgment or decree.
9

10 It is highly possible that an error occurred when Hon. Judge Jantzen apparently
11 made an irrational decision to force the Plaintiff to sue the Rule 19 Parties. If an error
12 occurred, then this court should be relieved of continuing the error.
13

14 If an error did not occur, then this court must have some legal grounds upon which
15 the Plaintiff can sue these Rule 19 Parties.
16

17 Plaintiff pleads for this court to state the grounds he is expecting the Plaintiff to
18 sue these indispensable parties for before this case can move forward.
19

20 Plaintiff pleads for denial of Defendant’s attorney fees.
21

22 **RESPECTFULLY SUBMITTED** this 11th day of December, 2023.
23

24 
25 NANCY KNIGHT
26 Plaintiff Pro Per
27

28 **COPY** of the foregoing was e-mailed on December 11, 2023 to:

djolaw10@gmail.com Daniel Oehler, Attorney for the Defendants
kalerma@courts.az.gov Judicial Assistant to Judge Nielson

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CV 2018 04003

EXHIBIT 14

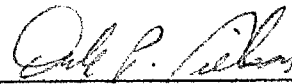
Court imposes Attorney Fees and greater than prime+one percent interest

This Court grants judgment for the Defendants for their reasonable attorney fees and costs incurred in responding to the following motions and pleadings filed by the Plaintiff, with regard to the three specific motions filed by Plaintiff:

1. Plaintiff's Motion to Strike Defendants' 2019 Motion for Summary Judgment filed March 1, 2023;
2. Plaintiff's Motion for Gag Order on Oehler and Defendants filed June 9, 2023; and
3. Plaintiff's Motion for Oehler to State a Rule 12 Claim filed June 12, 2023.

IT IS ORDERED judgment is hereby entered for the Defendants, Glen Ludwig and Pearl Ludwig, Trustees of the Ludwig Family Trust; Fairway Constructors, Inc., and Mehdi Azarmi, collectively, and against the Plaintiff, Nancy Knight, for Defendants' attorney's fees and costs in the collective amount of \$ 6230.25 plus interest at the rate of 10 % from the date of this Order until paid in full. Plaintiff's payment shall be made payable to the "Law Offices of Daniel J. Oehler Trust Account" and delivered to 2001 Highway 95, Suite 15, Bullhead City, Arizona 86442.

DONE IN OPEN COURT this 17th day of October, 2023.



HONORABLE DALE P. NIELSON

**Take Judicial Notice
CV 2018 04003**

EXHIBIT 15

Court Denies Double Damages and Strikes Motion

Motion for Double Damages Application for Attorney's fees. Motion for Relief from Award of Attorney's Fees Dated October 17, 2023.


The Motions are denied and ordered stricken. The subject documentation and filings are redundant, immaterial and impertinent. There is no decision from this Court that allows for the filing under the provisions of ARCP Rule 54(a). There has been not a decision by this Court in favor of the Plaintiff which purport to form the underlying basis for the filing of a proposed form of judgment, all in violation of Rule 54(a).

The Court sets a status conference on December 21, 2023 at 3:30 p.m. The parties may attend in person for the hearing at the Mohave County Superior Court, 415 E. Spring Street, Kingman, Arizona 86401 in Courtroom 301, or with the following Zoom information:

For Zoom Video Conference, please use Meeting ID #258 656 631 and password 2141912.
For Zoom Telephone Conferencing please call 1-669-900-6833, followed by the Meeting ID and password listed above).

November 20, 2023

Dated



The Honorable Dale Nielson Visiting Judge

cc:

Nancy Knight
nancyknight@frontier.com
Plaintiff

Law Offices Daniel J. Oehler
Djlaw10@gmail.com
Counsel for Defendants

Carolyn Voss*
cvoss@courts.az.gov - Judicial Assistant, Mohave County Superior Court