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

Plaintiff Pro Per

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

NANCY KNIGHT,

Plaintiff,

V.

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

Defendants.

Case No.: CV 2018 04003

**AMENDED
NOTICE OF APPEAL**

Notice is hereby given that the above named Plaintiff, Nancy Knight, appeals to Division One of the Arizona Court of Appeals from the Court’s Rule 54 (c) Final Judgment filed January 22, 2024. The court has affirmatively responded to the Plaintiff’s December 21, 2023 “Motion for an Appealable Rule 54 (c) Final Judgment” and included the language that “no further matters remain pending” so that all matters in this case, as ruled upon by multiple courts, could be appealed by the Plaintiff at this time.

FILED
TIME 12:02P M
JAN 31 2024
CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: mw DEPUTY

1 This Amended Notice of Appeal updates the Plaintiff's initial Notice of Appeal
2 filed on January 19, 2024 in response to the Court's December 21, 2023 Order dismissing
3 the case that was not a final judgment. The court wrote that he had reviewed the
4 defendant's Motion to Dismiss With Prejudice. The defendant's Motion was filed on
5 November 29, 2023 but was not Motioned to be dismissed as a Rule 54 (c) Final
6 Judgment. Given that this case had dragged on far too long and given the abuses Plaintiff
7 and her attorney had experienced, Plaintiff sought a Rule 54 (c) Final Judgment on
8 December 21, 2023 for the matters to be brought before a higher court.
9

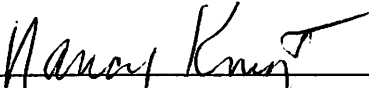
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11 Issues for the appeal includes: (1) Whether Rule 19 applies in matters of equity
12 where the only matter pending since the 2019 dismissal of Count One was Injunctive
13 Relief. (2) Whether Judge Jantzen erred in denying Plaintiff's 2020 Motion to dismiss the
14 Defendant's Motion for Summary Judgment on their abandonment claim for Failure of
15 the Defendants to join Rule 19 parties. (3) Whether this court abused his discretion with
16 his order dated September 13, 2023 for the Plaintiff who filed the Breach of Contract
17 Complaint to serve the Rule 19 parties when the law of cases is clear that it is the party
18 who seeks abrogation who must serve the Rule 19 parties. (4) Whether this Court erred in
19 ordering the Plaintiff to sue the Rule 19 parties when she had no grounds to do so. (5)
20 Whether the Court's order for the Plaintiff to concurrently sue Breach of Contract
21 defendants as Rule 19 parties operates as contravention in CV 2018 04003 and CV 2022
22 00177. (6) Whether the recused Judge Jantzen's orders are Void Orders (7) Whether this
23 court imposed an unconstitutional Gag Order on the Plaintiff that is a violation of her
24 right to free speech and prevented her from continuing to act in the capacity of President
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1 of the Desert Lakes Subdivision Tract 4076 Unincorporated Association for Amendments
2 to the Declaration of CC&Rs. (8) Whether this court violated due process by imposing an
3 unconstitutional Gag Order without citing cause. (9) Whether a legal basis exists for this
4 court's order for the Plaintiff to pay defendant's attorney fees for any or all of the three
5 motions filed as follows: (a) Plaintiff's motion to revisit the 2019 MSJ on abandonment
6 and strike it as filed on March 1, 2023; (b) Plaintiff's motion for fair treatment with a Gag
7 Order likewise imposed on the Defendants and their attorney as filed on June 9, 2023; (c)
8 Plaintiff's motion for the Defendant's counsel to state a claim of abandonment with
9 specificity of sections in the Declaration that the Plaintiff was supposed to defend at trial,
10 pursuant to Rule 12(b)(6), as filed on June 12, 2023. (10) Whether contempt of court
11 should be set aside. (11) Whether Plaintiff should not have been forced to sign this
12 Court's "Notice of Law Suit and Waiver of Service of Summons" without informing the
13 Plaintiff on what grounds he expected her to sue the parties for nor did his Notice to
14 Property Owners inform the Rule 19 parties of the grounds the Plaintiff was suing them
15 for. (12) Whether dismissal of the case for contempt of court was in error for claiming the
16 Plaintiff failed to mail the Service Packet by the due date while the issue of suing the
17 Rule 19 parties was pending cause. (13) Whether Judge Carlisle dismissed Count One in
18 Error that conflicts with the Transcript of the Oral Argument hearing. (14) Whether Judge
19 Carlisle dismissed Count One in Error for failing to consider the language of law for his
20 interpretation of "subdivision" in paragraph 20 whereby he based his interpretation on an
21 obsolete County Subdivision Index for "said tracts" when the official County name for
22 the "subdivision" since at least 2016 has been Desert Lakes Subdivision Tract 4076 as

1 found in the Denial of Defendant Azarmi's Res. 2016-125. (15) Whether Judge Carlisle
2 dismissed Count One in error by declaring Plaintiff only had prosecution rights for
3 violations in Tract 4076-B and not in the entire "subdivision" as is stated with a language
4 change in paragraph 20 for all recorded Declarations. (16) Whether the case should be
5 remanded back to Superior Court. (17) Whether the award of attorney fees for
6 \$217,254.50 should be denied until all causes of action have been settled based on a
7 ruling of "complete abandonment" of the Declaration that would dismiss Injunctive
8 Relief. (18) Whether the issue of "complete abandonment" requires a jury trial for a
9 ruling of "complete abandonment" of the Declaration or for "complete abandonment" of
10 any specific restrictions or conditions claimed by the Defendants. (19) Whether the issues
11 of Injunctive Relief requires a ruling of abandonment of specific restrictions yet to be
12 claimed. (20) Whether the parties who cause abandonment of a restriction can claim
13 abandonment. (21) Whether this case has been pending for approximately five years at
14 the hands of the Defendants and not at the hands of the Plaintiff since Injunctive Relief is
15 a matter of equity and all the defendants had to do is agree to stop causing victims in the
16 Desert Lakes Subdivision Tract 4076 by not continuing to violate, attempt to violate, or
17 threaten to violate the CC&Rs. (22) Whether the Court erred in not awarding double
18 damages not to exceed \$5,000 from attorney Oehler to the Plaintiff for fraud in claiming
19 his client's "build to suit" signs were protected by Statute §33-441 as "for sale" signs.
20 (23) Whether this court erred in failing to recognize that the abandonment claim of
21 building within property line setback requirements [paragraph (a) on page 2 of this
22 court's "Notice to Property Owners"] is of the defendant's own doing. (24) Whether this

1 court erred in failing to recognize that Defendant Mehdi Azarmi attempted and threatened
2 the Declaration with his Res. 2016-125 that was intended to amend Res. 93-122 for
3 reduced setbacks in the singled-out Desert Lakes Subdivision Tract 4076 in violation of
4 section 6 of the Declaration. (25) Whether contempt of court for objecting to signing and
5 mailing a Notice of Law Suit operates as an adjudication for dismissal of all claims that
6 otherwise had merit.
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9 **RESPECTFULLY SUBMITTED** this 24th day of January, 2024

10 
11 _____
12 Nancy Knight, Plaintiff Pro Per

13 Original of the Foregoing Mailed on January 24, 2024 to:
14 Clerk of Mohave Superior Court
15 PO Box 7000 Kingman, AZ 86402

16 Copy delivered by Electronic Service on January 24, 2024 to: djolaw10@gmail.com
17 Daniel J. Oehler Attorney for Glen Ludwig, Mehdi Azarmi, Fairway Constructors
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