

FILED

BY: OV

2018 JUL -9 AM 9:01

VERLYNN TINNELLY
SUPERIOR COURT CLERK

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

4 Plaintiff Pro Per

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

7 NANCY KNIGHT,
8
9 Plaintiff,

10 and

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

16 Defendants.

Case No.: CV 2018-04003

PLAINTIFF'S NEW EVIDENCE
REPLY TO DEFENDANT'S
OBJECTIONS TO AMEND COURT
ORDERS 3 AND 4

Division II
Honorable Derek Carlisle

19 Defendant's filed an Objection to Plaintiff's Motion to Amend a Court Order
20 Pursuant to Rule 59(d) of the Arizona Rules of Civil Procedure. New evidence is
21 submitted to the Court that refutes the Defendant's argument that Plaintiff has not alleged
22 a single specific allegation that deals with setback issues that have occurred in Tract
23 4076-B. Plaintiff herein provides the evidence that not only is there a setback violation on
24 this new home construction with a roof protrusion at 12 feet from the property line but it
25 is also short of the square footage of livable space required in accordance with Tract
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1 4076-B CC&Rs for homes adjacent to the golf course. **Exhibit** – Permit for the Grice
2 home.

3
4 The new evidence is proof that the Plaintiff's efforts for the Court to amend Court
5 Orders 3 and 4 dated June 11, 2018 is NOT an effort to "bootstrap her way back into
6 nonspecific possible alleged future setback violations in Tract 4076-B", as claimed in the
7 Defendant's CONCLUSION, lines 25-26, and therefore this new evidence is a litigable
8 issue of CC&R violations for which the Plaintiff should not be barred from enforcing by
9 the Defendant's actions for a Court Order to dismiss Count 1 in its entirety.
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11
12 The Plaintiff reiterates that her Complaint for Mr. Azarmi's attempt at BOS
13 Resolution setback reductions was not intended as a class action matter. The Plaintiff has
14 submitted evidence of her own suffering in having to defend the actions of the
15 Defendant's BOS Resolution that lacked full disclosure of the CC&R violations. Had the
16 Plaintiff opted-in for the Defendant's orchestrated BOS Resolution setbacks in her Tract
17 4076-B and had built her RV garage that had been preliminarily evaluated by Scott
18 Holtry for compliance for land coverage, she would have been faced with a potential law
19 suit or the ongoing threat of a law suit by any property owner for years to come due to the
20 lengthy statute of limitation rules for contracts. The attempted violations of the BOS
21 Resolutions should not be misinterpreted as the Plaintiff's attempt at only helping other
22 people.
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26 In an effort to expedite litigation of the current Complaint, it would be prudent of
27 the Court to allow an Amended Complaint for numerous purposes that will be described
28 in detail as A, B, C, and D below:

1 A. The Court is requested to include a sentence in the Court's Amended Order that
2 gives the Plaintiff a specific amount of time to file Leave to Amend the Complaint for
3 this new evidence whereby she intends to replace the Roberts with the Grice's as
4 Defendants.
5

6 B. The Court is requested to include a sentence to allow the Plaintiff a specific
7 extension of time to file a Motion to Amend the Court Order for Tract 4076-A to be
8 dismissed "without prejudice". The statute of limitations is six years for a Breach of
9 Contract and it is a taking of the Plaintiff's rights to deny her rights to prosecution of
10 Fairway Constructors, Inc. and the Roberts for the egregious actions taken by both of
11 them in the matter. Further, if it is found that there does exist a CC&R document for the
12 300 acre "Master Planned Community" that was cited by Glen Ludwig and other
13 developers in their Public Report to the Arizona Department of Real Estate, there will be
14 evidence that the Defendants fought the Plaintiff's argument of a Master Planned
15 Community as a distinct 300 acre Subdivision with a golf course and its own sewer
16 treatment plant knowingly of the Master Plan CC&Rs. The Plaintiff has recent
17 communication that a Master Plan CC&R document does exist and a search is underway
18 for a copy. Dismissing Tract 4076-A without prejudice provides the Plaintiff time to seek
19 out the original Master Plan CC&Rs that was purportedly written and used as the
20 boilerplate for the subsequent Tract CC&R subdivisions. If not found, then the Plaintiff
21 will have time to purchase a lot in Tract 4076-A. The Plaintiff has made an offer on one
22 such lot that is currently a probate matter and a second potential lot has been located and
23 contact has been made for a potential offer.
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1 C. The Court is requested to include a sentence in its decision in this matter to
2 provide the Plaintiff with a specific amount of time to research the owners of parcel(s)
3 on which Fairway Constructors advertising signage appears on unimproved lots in Tract
4 4076-B in order to include them as Defendants. The Plaintiff contends the Defendant
5 does not have to own the lot on which their illegal “advertising” signage appears,
6 apparently the opposing counsel disagrees. The one supra exhibit thus far submitted is
7 signage on Lipan Blvd. US Southwest Real Estate’s logo exists on Fairway Constructors’
8 offending signage. US Southwest Real Estate may be unaware of their logo on Fairway
9 Constructors’ signage as they ignored the Plaintiff’s letter to take down the signs. It has
10 been found that a relative of Mr. Azarmi, who goes by the name of Azar Jam, is cited as
11 an agent for US Southwest Real Estate. The phone number on the signage is listed as
12 belonging to Fairway Constructors. As the court can see, this matter of unfair competition
13 for the sale of lots may extend beyond Fairway Constructors to a member of the Azarmi
14 family.
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19 D. An Amended Complaint will provide the Plaintiff with the ability to modify
20 the language of the Complaint to assure no misunderstanding would exist regarding the
21 Plaintiff’s motive that was never intended to give a perception of a class action attempt
22 for the misappropriation of \$12,500 taxpayer dollars to benefit the Defendant. This
23 decision regarding the misappropriation of government funds should be the purview of a
24 jury at trial or negotiated in Mediation.
25
26

27 There are many issues with the Court’s Orders that includes susceptibility to more
28 than one interpretation of the claims and Counts and is confusing given the Plaintiff’s

1 adjudicated rights and the Court's Oral Arguments held on April 2, 2018. The Plaintiff
2 considers Mr. Oehler's actions as harassment and vexatious.

3
4 The Oral Arguments in the Summary Judgment were communicated by the Court
5 to "look at the narrow issue of does she have the authority to bring a claim" (Transcript
6 page 3 line 14-15). After careful evaluation of the various Tracts and correlated CC&Rs,
7 the Court found "there's also not a dispute that Tract 4163 was previously a part of 4076-
8 B, and 4076-B specifically says it applies to lots and parcels within 4076-B. So Ms.
9 Knight can enforce the CC&Rs for 4076-B". (Transcript page 7, lines 1-6). Enforcement
10 of CC&R Violations is Count One of the Complaint. Therein lies one conflict in the
11 dismissal of Count One in its entirety as the Defendant has falsely interpreted the result
12 of the Oral Arguments.

13
14 The Court said, "with respect to the two counts in the Complaint, the first count
15 clearly discusses setbacks or the violation of setbacks with respect to a particular
16 residence in Tract 4076-A. I am granting the Motion to Dismiss with respect to count 1
17 which deals with a particular lot, apparently the lot owned by the Roberts..." (Transcript
18 page 7 lines 11-16). On page 10 of the Transcript the Court says, "All I said is that count
19 1 is dismissed (lines 15-16) and on lines 19-20 the Court says, "Count 1 is the setback
20 with respect to the [Robert's] house".

21
22 The Defendants expanded the Court's intent with a Court Order for dismissal of
23 Count 1 in Tract 4076-B in its entirety and with prejudice. The Plaintiff now has to plead
24 more objections and prove ongoing violations in Tract 4076-B even before Disclosures
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1 are shared between the parties. Disclosures that are due on or about July 29, 2018 – 40
2 days since the Defendant’s Answer was filed with the court.

3
4 The Court further stated, “I am finding she can sue for things that occurred in
5 4076-B”. The narrow issue of the Plaintiff’s authority to bring a claim was adjudicated in
6 favor of the Plaintiff for Tract 4076-B. All Counts of the Complaint for Tract 4076-B are
7 therefore valid claims if we strike all references to the Robert’s house and may now be
8 expanded to an additional Defendant Grice.

9
10 In this 2018 case, Mr. Oehler has filed for attorney fees when the Attorney
11 General and FBI, as cited by the Plaintiff in the few minutes allowed for her Oral
12 Arguments on April 2, 2017, proved justification for the Plaintiff’s filing of the civil
13 action. Additional evidence from the Attorney General will be provided as evidence in
14 the Plaintiff’s Disclosures. Attorney fees should not be allowed when the Plaintiff’s
15 justified action was led by the Attorney General’s letter for filing the Complaint as a civil
16 action.
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20 As cited in the Complaint, Discovery and Disclosure will advance the knowledge
21 of the extent to which the Defendants have violated the CC&Rs in Tract 4076-B. The
22 Defendants are major developers in the Desert Lakes community and it is highly likely
23 that permits for other homes built by the Defendants in Tract 4076-B violated the CC&Rs
24 given that the Defendants have admitted that they have built over 700 homes in the area
25 and setback violations are admittedly known by the Defendants and are also visually
26 obvious to the Plaintiff throughout her Tract 4076-B.
27
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1 The Plaintiff had requested a method of forgiveness to any homeowner who
2 purchased a property that was out of compliance with the CC&Rs due to no fault of their
3 own. In an Amended Complaint this can be stricken to avoid helping other people.
4

5 The majority of the paragraph in the Complaint entitled "Count One" is applicable
6 to Tract 4076-B. Defendants intentionally violate the CC&Rs – signage on unimproved
7 lots, setback violations, attempted violations for reduced setbacks, and now the violation
8 of insufficient livable space for homes on lots adjacent to the golf course for the lot
9 owned by the Grice's. Supra Tract 4076-B CC&Rs, Book 1641, page 897, paragraph 4.
10

11 Count Two in the Complaint cites that the Plaintiff incorporates herein by
12 reference all allegations of Count One as though fully set forth herein. This too leads to
13 confusion if Count One is dismissed entirely as the Defendant has requested. For this
14 reason and the numerous times the Court cited that Count One was dismissed with
15 respect to the Robert's house are cause for the Court to amend Orders 3 and 4 dated June
16 11, 2018.
17

18
19 **Sanctions are in order for Mr. Oehler:**
20

21 1. Mr. Oehler falsely claimed the Plaintiff had no standing whatsoever in his
22 Motion to Dismiss when it has been proven he signed his name in case number CV 2016
23 04026 that Tract 4076-B CC&Rs applied to homes owned by his client Chase and the
24 Plaintiff.
25

26 2. Mr. Oehler, falsely claimed on May 11, 2018, in this case number CV 2018
27 04003, that the Plaintiff had no litigable issue against his client for a violation of CC&Rs
28 in Tract 4076-B when the New Home Construction Permit shows it was issued in March

1 2018. This was not a possible future civil wrong in May 2018 as Mr. Oehler tries to
2 pretend.

3
4 3. Mr. Oehler practices a pattern of violating his Oath and Section 12-349 of
5 Arizona Civil Procedure.

6 **Oath:** "I will not counsel or maintain any action, proceeding, or defense that
7 lacks a reasonable basis in fact or law; I will be honest in my dealings with
8 others and not make false or misleading statements of fact or law;

9 **Section 12 – 349:** The court shall assess reasonable expenses and at the court's
10 discretion, double damages of not to exceed five thousand dollars against an
11 attorney or party if the attorney or party does any of the following:

- 12 1. Brings or defends a claim without substantial justification. F. For the purposes of
13 this section, "without substantial justification" means that the claim or defense is
14 groundless and is not made in good faith.
- 15 2. Brings or defends a claim solely or primarily for delay or harassment.
- 16 3. Unreasonably expands or delays the proceeding.

17 Mr. Oehler is guilty of all three citings in section 12-349. The pattern of violating his oath
18 and Section 12-349 is evident in CV 2016 04026 and in this case CV 2018 04003, both
19 before this Court.

20 **The Pattern and Preponderance of Evidence for Motives:**

21 In 2016, there existed no justification for attorney Oehler's filing a Counterclaim
22 against the Plaintiff that had no basis of fact of Nancy Knight's surveillance and
23 harassment against his clients Chase for which Mr. Oehler claimed his clients suffered
24 medical and emotional damages of not less than 65 thousand dollars.

25
26 In this 2018 matter, Mr. Oehler had no justification to file a Motion to Dismiss
27 claiming the Plaintiff had no standing whatsoever for the Complaint when he admitted in
28

1 the 2016 case that CC&Rs existed for the homes of his client Chase and the Plaintiff. A
2 pattern exists. And more however the Plaintiff has a Court required page limitation.
3

4 A preponderance of evidence exists for Mr. Oehler's motives. The motives of
5 delay and harassment exist for the March 2016 Counterclaim against the Plaintiff. The
6 motive of delay was to provide time for attorney Oehler's client to sell his home with an
7 advertised description of a "privately located pool and spa". Restoration of the Plaintiff's
8 fence, as was demanded, would have removed cement blocks and restored the fencing's
9 steel rails thereby exposing Chase's pool and spa from the Plaintiff's rear yard and from
10 golf course patrons. That motive was a successful delay as Mr. Edwards claimed to have
11 purchased this home for his three young daughters to have privacy in the pool. The
12 second motive was harassment of the Plaintiff to get even with Nancy Knight for her
13 filing and winning her Injunction Against Harassment case that proved, in the opinion of
14 Hon. Justice Haney, that her going to all of these people with complaints about the permit
15 issued to Chase for trespass on her property was her "trying to go through the system". A
16 person's protection of their property rights is not surveillance nor harassment on that
17 person's part. It is called due diligence.
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23 Mr. Oehler unreasonably delayed and expanded the proceedings in both cases with
24 false claims, groundless and voluminous exhibits for which the Plaintiff was obliged to
25 defend, objections, and replies.
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1 The Plaintiff had to finally file a Motion to Compel an Answer nearly six months
2 since the filing of the 2018 Complaint in her effort to move the case forward and expedite
3 litigation.
4

5 Regarding other attorney fees: Mr. Oehler, purportedly in accordance with billing
6 records submitted to the Court for attorney fees by attorney Gregory in case number CV
7 2016 04026, spent approximately three hours on the phone with attorney Gregory
8 discussing the Plaintiff's other cases - one of which is this case of CC&Rs. Mr. Gregory's
9 interest in this CC&R matter is for his client Edwards who currently violates the CC&Rs
10 for their boat that is not to be parked in the street. Mr. Gregory was advised of his client's
11 violation of the parked boat in front of the Plaintiffs' home and the Edwards did not move
12 the boat to the rear yard and behind a fence as was advised by the Plaintiff in her email to
13 Mr. Gregory. They instead moved the boat in front of the other adjacent neighbor's
14 home. The Plaintiff objected to payment of attorney fees for this personal conversation
15 between attorneys Oehler and Gregory to no avail. Mr. Edwards was granted attorney
16 fees by this Court for this "personal conversation".
17
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21 The Court should be able to see through the Defendant's proposed dismissal of
22 Count One in its entirety for Tract 4076-B. His clients and the clients of his cohort, Mr.
23 Gregory, wish to continue going about their business of violating the CC&Rs. The two
24 attorneys now look for areas of law to punish the Plaintiff and the Court has awarded
25 attorney fees for their research and conversation regarding vexatious conduct!
26
27

28 Vexatious conduct has been the practice of attorney Oehler and attorney Gregory -
Not the Plaintiff. They intend to continue to harass and subdue an adversary, the Plaintiff.

1 This matter can only be fully resolved and in full accordance with the Arizona
2 Rules of Civil Procedure with Count One not dismissed for Tract 4076-B.

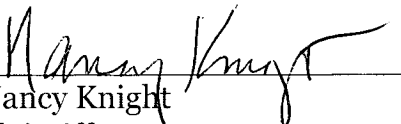
3
4 The proposed amended verbiage for Order 3 is as follows: The Plaintiff's claim
5 against Defendants Glen Ludwig and Pearl Ludwig Officers/Directors of Fairway
6 Constructors, Inc. and Trustees of the Ludwig Family Trust, Mehdi Azarmi, Vice
7 President of Fairway Constructors, Inc., and Fairway Constructors, Inc. under Count 1 of
8 the Plaintiff's Complaint are not dismissed.
9

10 The proposed amended verbiage for Order 4 is as follows: The Plaintiff has
11 standing to prosecute this action as an owner of land in Tract 4163 which is a
12 resubdivision of a parcel of land originally within Tract 4076-B and therefore is an owner
13 of land in Tract 4076-B, and pursuant to Tract 4076-B's CC&Rs as an owner or person
14 owning property is authorized to bring an action to enforce the CC&Rs governing Tract
15 4076-B as complained in Count 1 and Count 2 of the Plaintiff's Complaint.
16
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18 Additional sentences described as content from A, B, C, D on pages 3-5 above are
19 also requested of the Court by the Plaintiff.
20

21 The Plaintiff pleads for the maximum award of \$5,000 from attorney Oehler and
22 his client, at the discretion of the Court, under the rules for violations of Section 12 – 349.
23


24 RESPECTFULLY SUBMITTED this 9th day of July, 2018

25
26 
27 Nancy Knight
28 Plaintiff Pro Per

29 Copy of the foregoing was hand delivered on July 9, 2018 to: The Law Office of Daniel Oehler
30 at 2001 Highway 95, Suite 15, Bullhead City, Arizona 86442 - Attorney for the Defendants

Exhibit 2 pgs

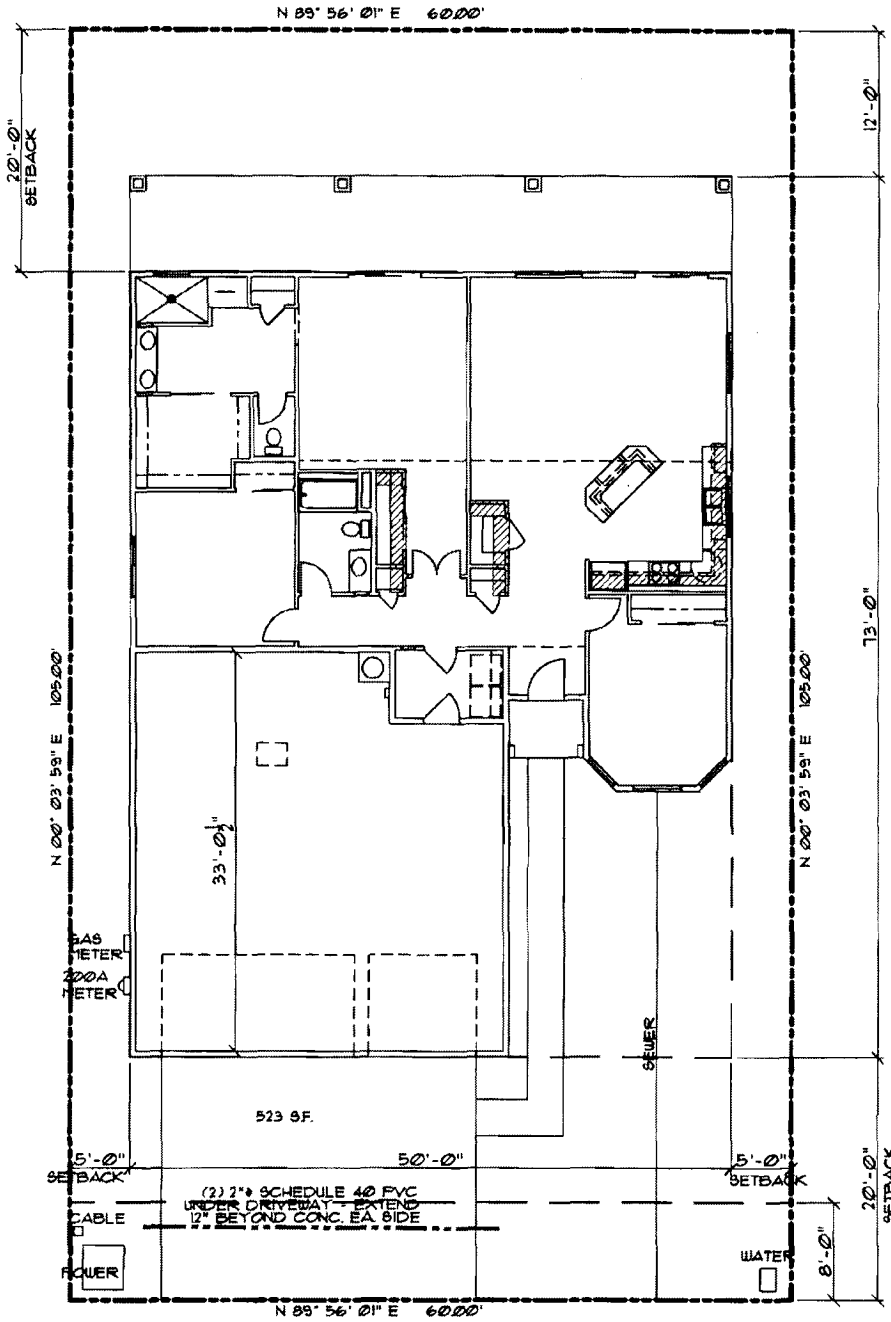
Mailing Address: DEPARTMENT NAME P.O. Box 7000, Kingman, AZ 86402-7000

Mohave County Permit Application Worksheet Residential	Date <u>3-21-18</u> Project # _____ Permit # <u>BLD 2018-005809</u>	
PLOT PLANS MUST BE NO LARGER THAN 8 1/2 " X 11 " NOTE: Shaded areas are for county use only.		
1. Type of Improvement: <u>NEW HOME CONSTRUCTION</u> 2. Applicant's name: <u>Fairway Constructors Inc</u> Mailing address: <u>5890 S. Hwy 95, Suite A</u> City: <u>Fort Mohave</u> State: <u>AZ</u> Zip: <u>86426</u> 2A. Contact Name: <u>MEHDI AZARMI</u> PHONE: <u>928-303-4443</u> Fax Number: _____ Email: <u>mehdi@fairwayconstructors.com</u> 3. Property Owners Name: <u>JORDAN & GINA GRICE</u> Mailing Address: _____ City: _____ State: _____ Zip: _____ Fax Number: _____ Email: _____ 4. SITE LOCATION ADDRESS: <u>1839</u> <u>E</u> <u>LIPAN BLVD</u> House No Street Dir Street Name: 5. Legal Description: Assessor Parcel Number: <u>2 2 6 - 1 3 - 0 9 8</u> Parent Parcel: <input type="checkbox"/> Yes Subdivision Name: <u>DESERT LAKES</u> Corner Lot: <input type="checkbox"/> Yes Unit/Tract/Block/Lot: _____ -- 4076-B -- F -- 107 Township/Range/Section: <u>19N</u> -- 22W -- 35 6. Plot Plan Drawing (see instructions on plot plan form) Cont Acres		
Public Works, Flood Control Division 7. Is there an existing structure? <input type="checkbox"/> YES <input type="checkbox"/> NO 7A. Previous PFI#: _____ Previous FUP#: _____	FLOOD \$ _____	
Environmental Health Division 8. Is this an existing system? <input type="checkbox"/> YES <input type="checkbox"/> NO 8A. Is this a Conventional Septic? <input type="checkbox"/> YES <input type="checkbox"/> NO, Alternative System? <input type="checkbox"/> YES <input type="checkbox"/> NO 9. Septic Tank Size: _____ Manufacturer: _____ 10. Septic Contractor: _____ License #: _____ Or Owner / Builder: <input type="checkbox"/> YES <input type="checkbox"/> NO 11. Water Source: _____	Number of bedrooms: _____ Number of fixture units: _____	
Planning & Zoning Division 12. Zoning: <u>S01R0</u> 13. Mobile Home or Recreational Vehicle Information: Make: _____ Size: _____ of beds: _____ Year: _____ State #: _____ HUD or VIN: _____ Mobile Home Installer Name: _____ License #: _____ Address: _____ Phone: _____ 14. Water Source: _____ 15. Sanitation: <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Septic [Septic Permit #: _____] 16. Contractor Information (Names & License #'s) - General Contractor: <u>Fairway Constructors</u> License #: <u>ROC090937</u> - Electrical Contractor: <u>HTWT Electric</u> License #: <u>ROC149809</u> - Plumbing Contractor: <u>Action One Plumbing</u> License #: <u>ROC165642</u> - Mechanical Contractor: <u>River Valley</u> License #: <u>ROC200411</u> 17. GRADING PERMIT: Material amount (cubic yards)? _____ 18. Bond Exemption: <u>08021772</u>	ZONING \$ _____ BLDG \$ _____ P/C \$ _____ AUTOMATION FEE \$ _____ OTHER \$ _____ SUBTOTAL \$ _____ DEPOSIT <\$ <u>540.00</u> ^{CL} <u>20358</u> BAL DUE \$ _____	

Note: Must provide construction drawings for Development Services application (Residential -- 2 complete sets)

SCANS

BUD 2018.00589



1839 LIPAN BLVD
 APN: 226-13-098

Desert Lakes
 4076B Bek F 10F107

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SCANS