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VIRLYNN TINNELL  
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 Plaintiff,

9 vs.

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

16 Defendants.

Case No.: CV 2018 04003

**PLAINTIFF'S MOTION TO COMPEL  
DEFENDANT'S  
INITIAL DISCLOSURE STATEMENT**

(Assigned to the Hon. Derek Carlisle)

17  
18  
19 Plaintiff Pro Per, NANCY KNIGHT, hereby submits her Motion to Compel Defendant's  
20 Ludwig, et. al. Initial Disclosure Statement pursuant to Rule 26.1 of Civil Procedure. This  
21 Motion is supported by the attached Memorandum of Points, Authorities, and Plaintiff's  
22 Statement of Facts.  
23

24 RESPECTFULLY submitted this 6<sup>th</sup> day of August, 2018.

25 Nancy Knight  
26

27 NANCY KNIGHT  
Plaintiff Pro Per





1 their business advertising "Build to Suit" signage in Tract 4076-B. The CC&R restriction for  
2 signage on unimproved lots is found in paragraph 12, pertinent part.

3 Paragraph 12: "No sign, advertisement...shall be erected or allowed  
4 on any of the unimproved lots..."

5 The County code defines livable space as space that does not include garages,  
6 entry/foyer, and patio. The CC&Rs clearly defines the livable space as 1600 square feet for  
7 homes adjacent to the golf course. Paragraph 4 in pertinent part:

8 "... Buildings on all other lots, being those lots adjacent to the golf  
9 course, in Tract 4076-B shall have a minimum of one thousand  
10 six hundred (1,600) square feet of living space, exclusive of garages,  
11 porches, patios and basements..."

12 The CC&Rs were established in 1989 and run with the land. They have never been  
13 revoked. Paragraph 18 I pertinent part.

14 These covenants, restrictions, reservations and conditions run with the  
15 land and shall be binding upon all parties and all persons claiming under  
16 them for a period of twenty-five (25) years from the date hereof.  
17 Thereafter, they shall be deemed to have been renewed for successive  
18 terms of ten (10) years, unless revoked or amended by an instrument  
19 in writing, executed and acknowledged by the then owners of not less  
20 than seventy-five percent (75%) of the lots on all of the property then  
21 subject to these conditions....

22 The Desert Lakes Golf Course and Estates Declarant did not authorize the creation of a  
23 Homeowner Association. Enforcement of the CC&Rs was left to the discretion of the individual  
24 property owners. Lack of enforcement is not a consent to any further or succeeding breach...

25 Paragraph 20 in pertinent part.

26 "If there shall be a violation or threatened or attempted violation of any of the  
27 foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its  
28 successors or assigns, the corporation whose members are the lot owners or any  
29 person or persons owning real property located within the subdivision to  
30 prosecute proceedings at law or in equity against all persons violating or  
31 attempting to or threatening to violate any such covenants, restrictions or  
32 conditions and prevent such violating party from so doing or to recover damages  
33 or other dues for such violations. In addition to any other relief obtained from a  
34 court of competent jurisdiction, the prevailing party may recover a reasonable  
35 attorney fee as set by the court."

36 "No failure of the Trustee or any other person or party to enforce any of the  
37 restrictions, covenants or conditions contained herein shall, in any event, be

1 construed or held to be a waiver thereof or consent to any further or succeeding  
2 breach or violation thereof."

3 The Plaintiff has found a potential remedy for the rear yard setback violation that is  
4 highly cost effective but would require cooperation from an outside source from which Fairway  
5 Constructors would have influence. The Plaintiff has requested that Mr. Ludwig contact the  
6 Plaintiff for more information and he has apparently chosen not to do so.

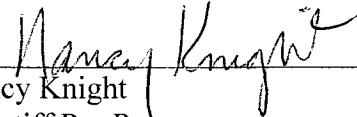
7  
8 **SUMMATION**

9 Defendants Ludwig et. al. not only continue their practice of violating the CC&Rs, they  
10 are in Contempt of Court for violating the Preliminary and Permanent Injunctions granted by the  
11 Court to the Plaintiff, and they maliciously continue to delay proceedings.

12 This case has been unnecessarily delayed multiple times by the Defendants as the Court  
13 can see from the record.

14 The Plaintiff respectfully requests sanctions for multiple attempts at deception and  
15 multiple delays in this matter Pursuant to Rule 11 and for violation of Rule 26.1 of civil  
16 procedure.  
17

18 **RESPECTFULLY SUBMITTED** this 6<sup>th</sup> day of August 2018.

19  
20   
21 \_\_\_\_\_  
Nancy Knight  
Plaintiff Pro Per

22  
23 **COPY** of the foregoing was hand delivered  
24 on 6 day of August, 2018 to:

25 The law office of Daniel Oehler  
26 2001 highway 95, Suite 15  
27 Bullhead City, Arizona 86442  
28

Exhibit 1a

**Nancy Personal Mail**

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**From:** "Nancy Personal Mail" <nancy@thebugle.com>  
**Date:** Friday, July 27, 2018 7:58 AM  
**To:** <djolaw@frontiernet.net>  
**Subject:** Knight v Ludwig - Disclosure Schedule

Please reply if we are exchanging Initial Disclosure Statements on Monday.

Nancy

16

**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  
[djolaw@frontiernet.net](mailto:djolaw@frontiernet.net)

July 27, 2018

Via Email: [nancyknight@frontier.com](mailto:nancyknight@frontier.com)

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

Re: Azarimi, et al. adv. Knight

Dear Mrs. Knight:

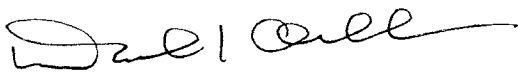
Thanks for your note regarding the Rule 26.1 disclosure.

It seems to me that, at this point and on the basis that there is a pending motion to amend the complaint, and that responses and replies have also been filed on that issue, and the fact that this issue has not yet been ruled upon by the Court, that it only makes sense to delay the Rule 26.1 disclosure until we know what the actual "to be litigated" complaint looks like. We obviously don't know that until the Court rules on this motion. As such, and as you are aware, Rule 26.1 allows the parties by agreement to extend the initial disclosure and I would, therefore, propose that it be extended until, let's say, 20 days from the date of our receipt of the Court's ruling on your pending motion to amend. As you further know, an amended complaint may significantly modify the disclosure.

Share your thoughts on the issue via return email and whether this proposed extension is acceptable.

Very truly yours,

LAW OFFICES OF DANIEL J. OEHLER



Daniel J. Oehler, Esq.  
DJO/pe

cc: Fairway Constructors, Inc.

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**Nancy Personal Mail**

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**From:** "Nancy Personal Mail" <nancy@thebugle.com>  
**Date:** Friday, July 27, 2018 11:43 AM  
**To:** <djolaw@frontiernet.net>  
**Subject:** Re: Knight v. Ludwig, et al.

Dear Mr. Oehler,  
 Thank you for the polite letter.

Actually, as I recall from the Knight v Chase matter, you demanded my Disclosure Statement on time. Mr. Lenkowsky explained that our Disclosure was due 40 days from our response to your Counterclaim and I jumped through hoops to get it to Mr. Lenkowsky by the May deadline. You however were supposed to get the Chase Disclosure to me 40 days from your Answer which made the Chase Disclosures due in April and the Chase's did sign their Verification pages on April 4 but you did not deliver it to us until July 12 along with your signed Joint Report that was immediately filed by Ethelyn. I was totally at a disadvantage in that matter. You see the problem?

I prefer to follow the rules. If need be, we can adjust the Disclosures in the 1st Supplemental Disclosure.

You can assume the Court will rule for the best interests of your client and I will assume the best for me to have violation rights rather than just injunctive relief.

I inquired of the Court regarding the amended Orders I requested since the time had run for any more readings. Mary King said the files were on the Judge's desk. We should have it soon.

My other cases take time and if I don't stay on schedule I have too much stress to deal with.

Your request for 20 days puts me too close to the Vexatious Litigant Trial too.

And I still have some issue coming from Ms. Elias who prefers to use the slow postal delivery system rather than sending me a pdf as Patty does with your filings.

Tuesday or Wednesday for Disclosures would be okay. July 31 at the latest if you please.

Nancy

**From:** djolaw@frontiernet.net  
**Sent:** Friday, July 27, 2018 10:56 AM  
**To:** Nancyknight  
**Subject:** Knight v. Ludwig, et al.

Please see the attached.

Thanks.