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CLERK OF SUPERIOR COURT

1 Nancy Knight
1803 E. Lipan Cir.
2 Fort Mohave, AZ 86426
Telephone: (951) 837-1617
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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 and

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

COMPLAINT

**Breach of Contract –
Violations of Covenants, Conditions, and
Restrictions**

19 COMES NOW Plaintiff Pro Per, NANCY KNIGHT for her complaint against the
20 Defendants, hereby alleges as follows:

21 **PARTIES AND JURISDICTION**

22 **1.** Plaintiff, NANCY KNIGHT, (hereinafter "Plaintiff"), is a resident of Fort
23 Mohave, Mohave County, Arizona and is a property owner within Desert Lakes Golf Course and
24 Estates.
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26 **2.** Defendants, Glen Ludwig and Pearl Ludwig as Trustees of THE LUDWIG
27 FAMILY TRUST (hereinafter Ludwig") own properties in Desert Lakes Golf Course and Estates
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2 in Fort Mohave, Mohave County, Arizona.

3 **3.** Glen Ludwig is President of FAIRWAY CONSTRUCTORS, INC., an Arizona
4 Corporation, which owns properties within Desert Lakes Golf Course and Estates in Fort
5 Mohave, Mohave County, Arizona. Fairway Constructors, Inc. is a residential developing
6 corporation doing business in Fort Mohave, Mohave County, Arizona since at least 1991.
7

8 **4.** Defendant, MEHDI AZARMI (hereinafter "Azarmi") is, or was at the time of the
9 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
10 Vice President and Developer Representative of Fairway Constructors, Inc., located in Fort
11 Mohave, Mohave County, Arizona. Defendant Azarmi, is further a property owner within
12 Desert Lakes Golf Course and Estates and resides in Fort Mohave, Mohave County, Arizona.
13

14 **5.** Defendants JAMES B. ROBERTS and DONNA M. ROBERTS (hereinafter
15 "Roberts") are residents of Fort Mohave, Mohave County, Arizona and property owners within
16 Desert Lakes Golf Course and Estates.
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18 **6.** All parties named herein are residents and/or relevant business owners, and/or
19 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
20 occurred in Mohave County, Arizona.
21

22 **7.** The Mohave County Superior Court has the jurisdiction over the Defendants and
23 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
24 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
25 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
26 County of Mohave in the State of Arizona in which this action arises and, consequently, both
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1 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
2 SS 12-401, et seq., Arizona Revised Statutes, as amended.

3 **8.** Plaintiff is currently unaware of the true names and capacities of the Defendants
4 sued herein as DOES 1 through 10, inclusive and therefore, sues each Defendant by such
5 fictitious name. Plaintiff is informed and believes and based thereon allege that each such
6 Defendant is in some fashion responsible for, and a proximate cause of the damages suffered by
7 Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to
8 set forth the true names and capacities of such DOE Defendants when the same have been
9 ascertained.
10

11
12 **9.** Plaintiff is informed and believes and based thereon allege that at all times herein
13 mentioned the Defendants, including those named herein as DOES 1 through 10, inclusive, in
14 addition to acting for himself, herself, or itself, on his, her or its own behalf individually, is now
15 and was at all times material hereto acting in concert with at least one of the other Defendants
16 and in doing the things hereinafter alleged, was acting within the course and scope of such
17 relationship as an agent, principal, employee, purchaser, servant or representative and with the
18 permission, consent and ratification of each and every other of such Defendants.
19

20 **ALLEGATIONS COMMON TO ALL COUNTS**

21
22 **10.** For each count included in this Complaint, Plaintiff incorporates all other
23 allegations and averments contained in this Complaint as though fully included and restated
24 herein.

25 **11.** Plaintiff and Defendants are all real property owners in Desert Lakes Golf Course
26 and Estates (hereinafter referred to as "Desert Lakes").
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1 **12.** Desert Lakes established Covenants, Conditions, and Restrictions for Desert
2 Lakes Golf Course and Estates 4076-B (hereinafter referred to as “CC&Rs”), and recorded the
3 CC&Rs with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669 – Book
4 1641, Page 895. Tract 4076-A and all tracts subsequently adjoined to Desert Lakes are subject to
5 the original CC&Rs as evidenced by the Arizona Department of Real Estate Reports and Title
6 Insurance Policies citing the location of the CC&Rs as Recorded in Book 1641, page 895. The
7 CC&Rs represent binding restrictions on the use and development of all properties within Desert
8 Lakes and all property owners are required to fully comply with all rules, regulations and other
9 requirements established by the CC&Rs governing the use of their property.
10

11 **13.** The CC&Rs clearly define that buildings and projections shall be constructed not
12 less than twenty feet (20’) back from the front and rear property lines at Article II – Land Use
13 (Book 1641 page 897), Paragraph 6:
14

15 Paragraph 6: “All buildings and projections thereof on lots not adjacent to the golf
16 course shall be constructed not less than twenty feet (20’) back from the front and
17 rear property lines... All buildings and projections thereof on all other lots being
18 those lots adjacent to the golf course shall be constructed not less than twenty feet
19 (20’) from the front and rear property lines...”

20 **14.** Defendant LUDWIG was the property owner of the lot where a home was built
21 with setbacks in violation of the CC&Rs. The address of the home is 5732 S. Club House Dr. in
22 the Desert Lakes Golf Course and Estates subdivision. Fairway Constructors, Inc., was the
23 Applicant for the New Construction permit.

24 **15.** Defendant AZARMI, acting on behalf of the Defendants Ludwig and Fairway
25 Constructors, Inc., was denied reduced setbacks by Mohave County Planning and Zoning and
26 subsequently challenged Planning and Zoning with a series of egregious acts in direct conflict
27 with the CC&Rs.
28

1 **16.** The first egregious act was to apply for a setback variance from the Mohave
2 County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May 18,
3 2016. The approved variance was less restrictive than the CC&Rs.
4

5 **17.** Azarmi filed a New Home construction application with Mohave County
6 Development Services with reduced setbacks that violated the CC&Rs. The permit’s Revised
7 drawing dated as received on May 19, 2016 displays the front setback as eighteen feet (18’) and
8 the rear setback as ten feet (10’). As previously indicated, CC&Rs cite the setbacks as twenty
9 feet (20’) front and twenty feet (20’) rear.
10

11 **18.** Azarmi, Ludwig, and Fairway Constructors, in the course of running their
12 development business in Desert Lakes for many years, have been well aware of the CC&Rs. The
13 Development Services Division (DSD) of the Arizona Department of Real Estate, regulates the
14 sale of Subdivided Lands, and clearly cites a developer must obtain a Disclosure Report (public
15 report) prior to making offers for sale”. Most recently, and for the subject parcel, Ludwig and
16 Fairway Constructors, Inc, were provided a Subdivision Disclosure Report on June 11, 2014
17 citing on page 10 the “Recorded Declaration Covenants, Conditions, and Restrictions.”
18

19 **19.** The State of Arizona Corporation Commission’s “Corporation Annual Report and
20 Certificate of Disclosure” for 2017 cites Mehdi Azarmi as the Vice President of Fairway
21 Constructors, Inc. having taken office on August 16, 1991 and is a shareholder holding more
22 than 20% of issued shares of the corporation or more than 20% beneficial interest in the
23 corporation.
24

25 **20.** The two documents cited above, Subdivision Disclosure Report and Corporation
26 Annual Report, taken together are evidence that Azarmi was well informed of the CC&Rs and
27 was motivated by profit at the expense of the Desert Lakes Community when he refused to
28

1 accept denial for reduced setbacks from Mohave County Planning and Zoning for a home he was
2 planning to build at 5732 S. Club House Drive, in Fort Mohave, AZ.

3 **21.** Further, Fairway Constructors, Inc., together with their listing real estate broker,
4 US Southwest Real Estate, violate the CC&R restriction for signage on unimproved lots
5 (paragraph 12, page 898). This illegal act by Fairway Constructors has caused other real estate
6 agencies to falsely assume the CC&Rs do not restrict this behavior and has resulted in additional
7 illegal signage to be posted on unimproved lots.
8

9 Paragraph 12: “No sign, advertisement...shall be erected or allowed on any of
10 the unimproved lots...”

11 **22.** Mohave County Development Services is not a party to the CC&Rs and therefore,
12 according to Christine Ballard of Mohave County Planning (hereinafter “Ballard”), “the County
13 is not bound by the document nor can they enforce them”. However, Mohave County Planning
14 and Zoning does abide in the Zoning Specifications cited for the subject parcel which is twenty
15 feet in front and back, and five feet on the sides. County Planning and Zoning denied Azarmi’s
16 setback reduction request due to the Desert Lakes Zoning.
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19 **23.** Azarmi’s behavior to challenge the Mohave County Planner’s denial of reduced
20 setbacks with a BOA variance was deliberate with full knowledge of the violation of the CC&R
21 setback restrictions. Azarmi also enlisted the help of Mr. Roberts, the future owner of the home,
22 to attend the meeting and make claims in support of the variance.
23

24 **24.** Examples of inaccuracies cited at the BOA meeting: 1) The property owner was
25 not Jim Roberts. The building permit clearly identifies the property owner as the Ludwig Family
26 Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact it is 8,034 square feet. This
27 large lot size supported Mohave County Planning staff’s feeling that “there were sufficient
28 undeveloped portions of the property that could be utilized so that the structure could meet the

1 setback requirements". 3) Azarmi falsely claimed that "if the Roberts could not move into their
2 house and enjoy what they wanted, then the department was basically taking that right away
3 from these people. In truth, Defendants Mr. and Mrs. Roberts' did not own the house yet nor had
4 the home been built yet. 4) Azarmi falsely inferred that "there was already a hardship" for Mr.
5 Roberts. Any hardship on May 18, 2016 was a hardship for Azarmi. The home permit was
6 applied for on April 8, 2016 and denied due to the setbacks. Azarmi's hardship was his
7 desperation for a sale and for profits at the expense of the Desert Lakes Community. 5) Azarmi
8 falsely claimed that "if Mr. Roberts had to park his boat out in the open space it would cause a
9 headache for him and for the sheriff..." The CC&Rs specifically sets forth that no watercraft
10 may be parked in front of any residence in the open. Inferring a public safety risk for Sheriff
11 calls was an apparent ruse to influence those who serve on the BOA. 6) Azarmi claimed he was
12 unaware that the zoning was not Single-Family Residential (R-1). The CC&Rs clearly cite on
13 page 900 that the zoning is Special Development Residential (SD-R).

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17 **25.** The reason for the 20 foot front and rear setbacks in Desert Lakes is for views,
18 especially for fairway views. Evidence of this fact is found in the CC&Rs whereby fairway lots
19 are restricted from privacy fencing and must install wrought iron fencing on all back yard lots
20 adjacent to fairways and for fifteen feet along the side yards (paragraph 8).

21
22 ...on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction
23 for a total fence height of 5 feet ... which shall continue along the side lot line for a distance of
24 15 feet.

25 **26.** A ten foot back yard setback on the subject parcel that is adjacent to a fairway
26 amounts to a taking of views and related property value from an adjacent property owner. This is
27 where self-serving motives of one builder can result in the harm of others and which is why
28 CC&Rs are written to protect the property values of everyone in the subdivision.

1 **27.** Another issue with the adjacent lot that is now impacted by the home built by
2 Fairway Constructors, Inc. is that Real Estate law requires full-disclosure by the seller. There
3 exists no means of assurance that a buyer of the adjacent lot will be informed of the reduced
4 value of his purchase due to his lost views from the self-serving motives of the Defendants and
5 therefore exists just cause for the requested remedy that the adjacent lot be traded or purchased
6 by Fairway Constructors and maintained as a green belt.
7

8 **28.** The Revised plan drawing associated with the construction permit application
9 submitted by Azarmi on the day after the BOA meeting, shows the side yard is over twenty feet
10 (20') wide and forty feet (40') deep. As such, Mr. Roberts could park his boat in the side yard
11 behind fencing as is a customary practice by homeowners with recreational vehicles who abide
12 in the CC&Rs. There is no valid reason as to why these Defendants should receive special
13 considerations concerning storage of their watercraft as compared to others already living within
14 the community who are in compliance with the CC&Rs.
15

16 **29.** If Fairway Constructors, Inc. is allowed to continue the practice of violating the
17 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
18 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
19 owners who decide to do as they please within the subdivision.
20

21 **30.** At the BOA meeting, Azarmi admits he has built over 700 homes in the area in
22 the past 26 years and then states there are setback violations in the whole project. Azarmi has
23 been well-aware of the CC&Rs and as a major developer in the Desert Lakes Community there is
24 a high level of concern that he did indeed violate the CC&Rs on other homes in Desert Lakes
25 and sold those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
26 violations.
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1 **31.** The Special Development Residential zone cannot be arbitrarily changed to R-1
2 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to
3 15 feet (15') as he tried to propose to Planners at the BOA hearing. Azarmi's alternative plan for
4 reduced setbacks in the entire Desert Lakes Community was to propose that all of the properties
5 be bundled together for the purpose of an Amendment to a former Board of Supervisors
6 (hereinafter "BOS") Resolution. Ms. Ballard raised the issue of the CC&Rs for other projects in
7 Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes Golf Course and
8 Estates. This raised awareness for Mr. Roberts of the existence of the CC&Rs as he was in
9 attendance at the BOA meeting.
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12 **32.** It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that the
13 less restrictive setback variance did not take precedence over the more restrictive CC&Rs.
14

15 **33.** Further it was the responsibility of Mr. Roberts to do his due diligence to read a
16 copy of the CC&Rs to understand his risk in this matter.
17

18 **34.** As already stated, the professional opinion of Development Services Planner
19 Holtry, was to not approve the setback reduction. Defendants are responsible for remedying this
20 matter.
21

22 **35.** All of the apparent deception that had occurred to secure a BOA variance took
23 place before the Plaintiff had become aware of what was happening to circumvent the Desert
24 Lakes Golf Course and Estates CC&R protections. Had it not been for the plan to try to reduce
25 setbacks in the entire Desert Lakes Community, Azarmi and Ludwig would most likely have
26 gone about their business of violating the CC&Rs one home at a time. However, the County
27 decided to accommodate Azarmi's alternative idea for reduced setbacks and the information
28 stream that followed revealed an attack specifically on the Desert Lakes CC&Rs. This attack was

1 not subject to CC&Rs in Los Lagos or South Mohave Valley. It was specifically directed at
2 Desert Lakes where Plaintiff's research found the Azarmi and Ludwig families owned over
3 twenty (20) unimproved lots.
4

5 **36.** A postmark of June 16, 2016 shows that after the May 18, 2016 BOA meeting
6 where Azarmi had raised the issue of bundling the Desert Lakes properties for a BOS Resolution
7 Amendment, the County began the very expensive process of petitioning every property owner
8 in Desert Lakes asking for a signed Waiver to release the County of any liability for diminished
9 property values as a result of requesting setback reductions for their parcel. Waivers were
10 received for approximately one hundred eighty (180) parcels, developed and undeveloped, for
11 reduced setbacks in the Desert Lakes Community.
12

13 **37.** Those one hundred eighty (180) parcel numbers were published, signage was
14 posted at each lot, and scheduling began for public hearings before the County Planning
15 Commission. The final vote before the BOS was scheduled for October 3, 2016.
16

17 **38.** The Plaintiff noticed that one such lot with the posted signage had already begun
18 construction with a reduced setback even before the BOS vote was taken. There was no address
19 posted yet on the home that was under construction but there was signage displaying "Future
20 Home of Mr. and Mrs. Roberts". Based on a best guess of the parcel number, Ballard was able to
21 identify the lot as one that got the variance from the BOA for a setback reduction. The BOA
22 minutes were emailed to the Plaintiff on September 20, 2016.
23

24 **39.** Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and Fairway
25 Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates CC&Rs for the
26 lot where the CC&R violation occurred. The "lot description" is cited in both their 2014 Arizona
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1 Department of Real Estate Public Report on page 5 and confirmed in their Tax Assessor's Report
2 as being Lot 2, Block H Desert Lakes Golf Course and Estates, Phase 1, Tract 4076-A.

3 **40.** Plaintiff, having witnessed the Defendants continuing to build the home at 5732
4 Club House Dr. with the less than twenty foot (20') setback for the garage, sent an email to
5 Developer Representative Azarmi on September 27, 2016, sent a copy of the Azarmi email in a
6 Certified Letter to Glen Ludwig on September 30, 2016, and on November 1, 2016 sent an email
7 to Ludwig Engineering Executives; these communications informed everyone of the CC&R
8 violation of the setbacks and requested that they remedy the setbacks before the home was
9 completed to avoid a legal action to enforce the CC&Rs. The Certified Mail was sent to Glen
10 Ludwig at the Corporate office branch located at 109 E. Third Street in San Bernardino,
11 California. A signed Delivery Receipt was sent from the U.S. Post Office to Plaintiff as proof of
12 delivery on October 3, 2016. All communications went unanswered including the request for the
13 address of Jim Roberts so he could have full-disclosure before finalizing purchase of the home.
14

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17 **41.** Despite the Plaintiff's communications with Azarmi, Fairway Constructors
18 Executives, and a letter addressed to Glen Ludwig, construction of the home was completed
19 without remedy and built with the less restrictive setbacks. Eventually ownership title was
20 transferred to Mr. and Mrs. Roberts.
21

22 **42.** Plaintiff, in an effort to protect her own property value, and all property owner's
23 values in the Desert Lakes Golf Course and Estates subdivision from a change in setback
24 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
25 Amendment. Upon a clear understanding of the impact the BOS Resolution would have on
26 property values and views for adjacent lots, plus the lack of full-disclosure of the legal risk for
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1 property owners who unknowingly took advantage of the setback reduction, the Plaintiff
2 composed a letter to the BOS and read it to the BOS in Kingman on October 3, 2016.

3
4 **43.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
5 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
6 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
7 that politics was playing a role for Azarmi's benefit and a Senator in the audience approached the
8 Plaintiff after the meeting thanking her for her research and exposure of the issues with the
9 proposed BOS Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY
10 the BOS Resolution.
11

12 **44.** Although denied, the County refused to send letters to the affected lot owners.
13 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
14 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
15 potential witness in this case that Azarmi's wife claims they won the setback reduction.
16

17 **45.** The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney Keith
18 Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was time to raise
19 legal defense funds due to the Contract Law statute of limitations of six years, and that his
20 retainer fee to take the case would be \$10,000. The Plaintiff subsequently found a relatively
21 inexpensive method to do a mass mailing of a letter to residents of the Desert Lakes Community.
22 The letter was printed and mailed by "Every Door Direct Mail" to 617 addresses in Desert Lakes
23 on or about April 1, 2017. There has never been a Homeowner Association for enforcement.
24 Residents were pleased to learn they had recourse for what was feared of becoming a blighted
25 community.
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1 **46.** A highly credible positive response to the mass mailer was received from a Real
2 Estate professional dated April 6, 2017. It read in part: “We have lived in Desert Lakes for about
3 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
4 your efforts.” This professional real estate opinion provided the Plaintiff with confidence that
5 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
6 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
7 Community for years to come.
8

9 **47.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
10 homes that were built by Defendants in order to identify the extent to which the Defendants have
11 violated or caused to violate the CC&Rs.
12

13 **48.** The CC&Rs were established in 1989 and was applied to all subsequent tracts that
14 were added in later years. Title companies cite the CC&Rs, the Arizona Department of Real
15 Estate informs subsequent subdividers/developers of the existence of the CC&Rs, and Mohave
16 County Development Services sends copies of the CC&Rs to property owners on request. The
17 CC&Rs run with the land and have never been revoked or amended. The CC&R contract cites in
18 Paragraph 18 Book 1641 Page 899:
19

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

25 **49.** The Desert Lakes Golf Course and Estates Declarant did not authorize the
26 creation of a Homeowner Association. Enforcement of the CC&Rs was left to the discretion of
27 the individual property owners. (CC&Rs paragraph 20)
28

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

11 **50.** For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi
12 and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person
13 has no recourse except to remedy the violation in a Court of Law. Failure on the part of persons
14 who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of
15 another party to seek CC&R enforcement in a Court of Law. Paragraph 20 of the CC&Rs sets
16 forth:

17 "No failure of the Trustee or any other person or party to enforce any of the
18 restrictions, covenants or conditions contained herein shall, in any event, be
19 construed or held to be a waiver thereof or consent to any further or succeeding
20 breach or violation thereof."

21 **COUNT ONE**
22 **VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

23 **51.** Violations of the CC&Rs occurs when a party, such as Defendants, decide to
24 circumvent or ignore the provisions cited in the CC&Rs.

25 **52.** Defendants intentionally violated the CC&Rs as they were fully aware of the
26 existence of the CC&Rs and circumvented the setback restrictions through a BOA variance.

27 **53.** Over one hundred property owners signed up with the County for setback
28 reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the BOA
 meeting. The County refused to send letters to the parcel owners who signed up for the setback
 reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks
 were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and

1 remedies that will rectify, visually or financially, any false impressions that have been spread by
2 word-of-mouth in the community.

3 **54.** It is the responsibility of the builder to comply with the CC&Rs and, in the
4 absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any
5 property owner.
6

7 **55.** Since the CC&Rs are more restrictive than the approved BOA variance, Azarmi,
8 Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the CC&Rs as did Mr.
9 Roberts who attended the BOA meeting and was informed at that meeting of the existence of
10 CC&Rs in the Desert Lakes Community.
11

12 **56.** As a result of Defendants CC&R setback violations, Plaintiff is entitled to
13 injunctive relief, compensation for her expenses in this matter, and for any costs as a result of
14 retaliation from Defendants or their political allies in bringing forth this Complaint. Azarmi's
15 egregious acts caused substantial emotional and physical distress to the Plaintiff who found
16 herself having to spend hours of sleepless nights conducting research, writing letters and emails,
17 and making a presentation before the Mohave County Board of Supervisors in Kingman, Arizona
18 in her efforts to protect all Desert Lakes property owners from individuals who had self-serving
19 interests and intended to take away the CC&R protections that assure everyone in the community
20 with equal property rights and protection of property values.
21

22 **57.** Plaintiff also requests a financial remedy from Fairway Constructors to all
23 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's violating
24 CC&R setbacks. Profits for larger building footprints were an ill-gotten gain at the expense of
25 rear yard views of fairways and front yard views of oncoming traffic for the innocent and
26 uninformed property owners in the Desert Lakes Community. Plaintiff requests Fairway
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1 Constructors mail a letter to all property owners in the Desert Lakes Community to inform them
2 of the Court Order that may have affected their property and to also take an ad in the Mohave
3 Daily News announcing the financial remedy that affected property owners can apply for at the
4 address of Fairway Constructors, Inc. located at 5890 S. Highway 95, Fort Mohave, AZ.

5
6 **58.** In closing, Plaintiff believes that political will by Mehdi Azarmi for the letters of
7 support for his variance, should not be given any credence especially at the expense of those
8 others in the community who do not have the political connections of the Chamber of Commerce
9 or elected officials who benefit from Azarmi's money, power, and influence.
10

11 **COUNT TWO**
12 **INJUNCTIVE RELIEF**

13 **59.** Plaintiff incorporates herein by reference all allegations of Count One of this
14 Complaint as though fully set forth herein.

15 **60.** Plaintiff has a strong likelihood of success on the merits of the violations of the
16 CC&Rs as set forth herein.

17 **61.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
18 Defendants from all current signage violations on unimproved lots.

19 **62.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
20 Defendants from any existing or future violations of the CC&Rs including but not limited to
21 setback reductions and signage on unimproved lots.
22

23 **63.** Plaintiff is entitled to reasonable monetary compensation that does not exceed the
24 jurisdictional limit of the Court including but not limited to filing fees, compensation for hours of
25 research, emails, letters and postage, and physical and emotional distress from the battle to
26 protect her Desert Lakes Community from CC&R violations. The amount found due by a jury
27 herein or found due by judgment of the Court.
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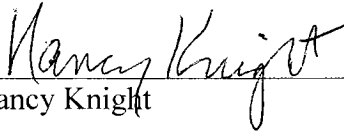
VERIFICATION

STATE OF ARIZONA)
)ss.
County of Mohave)

Plaintiff, Nancy Knight, being first duly sworn and upon her oath, deposes and says the following:

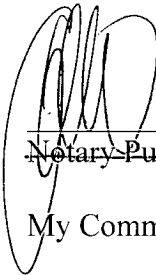
That she is the Plaintiff in the above captioned matter, that she has read the foregoing Complaint, and knows the contents thereof; and that she is informed and believes and on that ground alleges that the matters stated in the foregoing document are true and correct to the best of her knowledge and belief.

DATED this 22 day of January, 2018.



Nancy Knight

SUBSCRIBED AND SWORN to before me this 22nd day of January, 2018, by Nancy Knight.



~~Notary Public~~ Deputy Clerk
My Commission Expires:
