



1 dismissing Count One on June 11, 2018 and for violations that have occurred during  
2 litigation for the past two years.

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4 Plaintiff had asked the Court this question in a Status Conference held on May 4,  
5 2020 however, the Court was not prepared to answer at that time. Plaintiff is unclear of  
6 what she is expected to argue on May 11, 2020 for her rights in her pleading for denial of  
7 the Dismissal of the Complaint and if denied how to proceed with a Motion for Leave to  
8 Amend the Complaint “done correctly this time” as she said in the Status Conference, for  
9 the naming of Does.

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11 Plaintiff needs clarity on her rights to prosecute Count One violations that  
12 occurred in Tract 4076-B in this same Complaint, as amended, or if she will be required  
13 to file a new Complaint for the violations.

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15 On June 11, 2018, the Court signed a “Findings and Order...” submitted by  
16 Defendant’s attorney Oehler that stated, on page 3, paragraph 4 that “The Plaintiff has  
17 standing to prosecute this action as an owner of land in Tract 4163 which is a  
18 resubdivision of a parcel of land originally within Tract 4076-B and therefore is an owner  
19 of land in Tract 4076-B, and pursuant to Tract 4076-B’s CC&Rs as an owner or person  
20 owning property is authorized to bring an action to enforce the CC&Rs governing Tract  
21 4076-B as complained of in Count 2 of the Plaintiff’s Complaint.”

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23 The heading for Count One is for Violations of the Covenants, Conditions and  
24 Restrictions, whereas the heading for Count Two is Injunctive Relief.

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26 Because Count 2 of the Plaintiff’s Complaint is entitled “Injunctive Relief” and  
27 has pertinent paragraphs related to the new home construction in Tract 4076-B for which  
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1 36. A postmark of June 16, 2016 shows that after the May 18, 2016 BOA  
2 meeting where Azarmi had raised the issue of bundling the Desert Lakes  
3 properties for a BOS Resolution Amendment, the County began the very  
4 expensive process of petitioning every property owner in Desert Lakes  
5 asking for a signed Waiver to release the County of any liability for  
6 diminished property values as a result of requesting setback reductions  
7 for their parcel. Waivers were received for approximately one hundred  
8 eighty (180) parcels, developed and undeveloped, for reduced setbacks in  
9 the Desert Lakes Community. Those one hundred eighty (180) parcel  
10 numbers were published, signage was posted at each lot, and scheduling  
11 began for public hearings before the County Planning Commission. The  
12 final vote before the BOS was scheduled for October 3, 2016.

13 Evidence in the Court record, identifies this postmarked envelope as addressed to  
14 the Plaintiff's address. Evidence in the Court record, shows plaintiff had inquired of  
15 Planner Holtry, of her ability to add an RV garage if she opted-in for the setback  
16 reduction. Evidence in the Court record is clear that the offer to opt-in lacked full  
17 disclosure on the CC&R violation risk of prosecution for herself and others who chose to  
18 opt-in by signing the County Waiver of liability.

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

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

Defendants offered two property owners in Tract 4076-B in their Disclosure to  
date with setback violations, namely a person by the name of Siavosh Sanaye or Sanaye

1 Siavosh as the case may be and Judy Rovno. Jordan and Gina Grice are the current  
2 owners of a home in violation of a rear yard setback that was observed from the  
3 Plaintiff's rear yard during construction in 2018. Defendant Azarmi's Affidavit shows he  
4 has constructed 17 homes in Tract 4076-B and Plaintiff awaits the plot plans and permits  
5 for these homes in a pending Request for Documents and Things.  
6  
7

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

10 53. Over one hundred property owners signed up with the County for  
11 setback reductions through a proposed BOS Resolution Amendment as  
12 raised by [Defendant] Azarmi at the BOA meeting. The County refused  
13 to send letters to the parcel owners who signed up for the setback  
14 reduction to inform them that the BOS Resolution was Denied.  
15 Misinformation that setbacks were reduced needs to be refuted in a  
16 Court of Law with CC&R enforcement proceedings and remedies  
17 that will rectify, visually or financially, any false impressions that have  
18 been spread by word-of-mouth in the community.

19 Plaintiff understands this paragraph of her Complaint will need to be amended for  
20 remedies in only Tract 4076-B. Plaintiff understands that remedies is a matter of fact for  
21 the jury. Plaintiff understands that she must include, in a proposed amended complaint,  
22 not only those who violated the CC&Rs but the current owners of these homes who are  
23 necessary and interested parties.

24 54. It is the responsibility of the builder to comply with the CC&Rs and,  
25 in the absence of an HOA, enforcement proceedings in a Court of Law  
26 is left to the discretion of any property owner.

27 Pertinent paragraphs for COUNT TWO include:

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

1 61. Plaintiff is entitled to preliminary and permanent injunctions  
2 enjoining Defendants from all current signage violations on unimproved  
3 lots.

4 As is already a part of the Court record are photographs of Fairway Constructor's  
5 business advertising "build to suit" signage in Tract 4076-B that includes the  
6 "development services" logo for US Southwest.

7  
8 62. Plaintiff is entitled to preliminary and permanent injunctions enjoining  
9 Defendants from any existing or future violations of the CC&Rs including  
10 but not limited to setback reductions and signage on unimproved lots.

11 On July 30, 2018 the defendants filed a motion to dismiss Count Two entitled  
12 "Motion to Dismiss Plaintiff's Complaint" claiming the signs were the only issue left in  
13 the Complaint. The Plaintiff filed a reply on July 31, 2018 with one exhibit, a photo of  
14 the controversial "build to suit" sign.

15 On August 24, 2018 the Carlisle Court's decision recognized the Complaint (Para  
16 62 of Count two) alleges she is entitled to enjoin defendants from any existing or future  
17 violations of the CC&Rs including setback reductions and signage on unimproved lots.  
18 The Court recognized that the Defendant's motion referred only to the plaintiff's signage  
19 complaints and did not address her allegation that she is entitled to injunctive relief  
20 regarding other CC&R violations.  
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22  
23 The Court recognized that the Defendants argued that the signs at issue are "for  
24 sale" signs and they claimed that "for sale" signs cannot be enforced citing ARS 33-1808  
25 and 33-441. The Court recognized that the Complaint did not identify the signs at issue as  
26 "for sale" signs and said that in order to determine the applicability of the statutes, the  
27 Court would have to "consider information outside the pleadings". Then the Court  
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1 claimed neither party provided exhibits (such as pictures of the signs at issue) for the  
2 Court to consider for a Summary Judgment that could have resolved the issue of Statute  
3 33-441. What happened to Plaintiff's July 31 Exhibit 1 photo of the sign?  
4

5 Fortunately for the Plaintiff, the Carlisle Court denied the motion to dismiss count  
6 two albeit without prejudice. For two years, the Defendant's attorney has claimed the  
7 signs are the only matter left before the Court. Plaintiff does not understand why all  
8 Courts to date, who have read the record of court rulings, have not resolved the  
9 controversy over whether these signs are business advertising or "for sale" signs either in  
10 a Summary Judgment or in Plaintiff's Motion for Declaratory Judgment on these signs.  
11 The Courts have not only been provided photographs of these signs but the pertinent parts  
12 of the County Ordinances and definitions on signs.  
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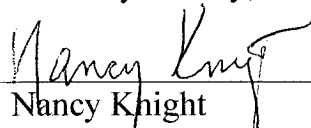
15 Plaintiff has provided the Hon. Judge Jantzen with multiple ways to resolve this  
16 controversy including authority under the Arizona Constitution to clarify the ambiguity  
17 over whether these statutes are intended to be for improved or unimproved lots. Courts  
18 can "rewrite," statutes where ambiguity results in a systematic misinterpretation of the  
19 law. That is what we have here in every Statute related to covenants prohibiting "for sale"  
20 signage. The ambiguity is whether the legislature was strictly thinking in terms of  
21 improved lots. Their language is predominantly written to that affect. It is impossible to  
22 post a sign indoors on an unimproved lot, it is not appropriate to post a for rent or for  
23 lease sign on unimproved lots, it is impossible to hold an open house on an unimproved  
24 lot to name a few examples of the ambiguity in Statutes 33-440, 33-441, 33-1808 and 33-  
25 1261.  
26  
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1 The Jantzen Court has the authority to rewrite the law to include the words  
2 “improved lots” and put to rest two important flaws in the statute. One that prohibiting  
3 signs on improved lots cannot be restricted by Covenants and two it puts to rest any  
4 experienced lawyer’s claim that “for sale” signs are one-and-the same as “advertising  
5 signs” on unimproved lots. It is Plaintiff’s understanding that the Jantzen Court will  
6 address the issue of signage on May 11, 2020 and Plaintiff is aware that in the absence of  
7 a Court ruling this controversy will be addressed by the jury as a matter of fact and not a  
8 matter of law for the court.  
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11 **SUMMARY**  
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13 There are many issues with Mr. Oehler’s June 11, 2018 Findings and Order  
14 including an attempt to release all defendants from prosecution of Count 1 with prejudice  
15 when he and the defendants knew a May 2018 violation of the CC&Rs had occurred in  
16 Tract 4076-B (the home currently owned by Jordan and Gina Grice). Clarification of the  
17 Plaintiff’s rights is therefore respectfully requested especially given the evidence in the  
18 Court record for the additional new home construction permits for Siavosh, Rovno, and  
19 others. Plaintiff needs to know if she will be required to file a new Complaint against  
20 Defendants for Tract B Count One violations or if the Court can adjudicate rights to  
21 amend the original Complaint to list current necessary and interested parties as the Does  
22 in an amended Complaint.  
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26 RESPECTFULLY SUBMITTED this 5th day of May, 2020

27   
28 Nancy Knight  
Plaintiff Pro Per

1 Copy of the foregoing was emailed on May 5, 2020 to:

2 [djolaw@frontiernet.net](mailto:djolaw@frontiernet.net)  
3 Attorney for the Defendants

4 The Law Office of Daniel Oehler  
5 2001 Highway 95, Suite 15,  
6 Bullhead City, Arizona 86442

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