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

8 NANCY KNIGHT,

9 Plaintiff,

10 vs.

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

18 Defendants.

NO.: CV-2018-04003

**OBJECTION TO PLAINTIFF'S
MOTION FOR LEAVE TO
AMEND COMPLAINT FILED
SEPTEMBER 4, 2020**

17 COME NOW, the Defendants, by and through their attorney, the undersigned, and
18 object to Plaintiff's September 4, 2020, Motion to Amend Plaintiff's Complaint. These
19 responding Defendants respectfully request that this Court deny Plaintiff's pending Motion
20 in accord with the previous rulings issued by the Court on June 11, 2018, August 24, 2018,
21 December 11, 2019, and October 30, 2019.

22 Further to the extent applicable, the denials of Plaintiff's previously filed 22
23 unsuccessful motions including to the following:

- 24 Motion for Injunctive Relief dated November 13, 2018;
- 25 Motion for Declaratory Judgment denied on March 8, 2019;
- 26 Motion for Declaratory Judgment denied June 13, 2019;
- 27 Motion for Reconsideration of Denial of Declaratory Judgment denied
June 13, 2019;
- 28 Motion for Reconsideration of Dismissal of Count 1 denied June 13, 2019;
- 2nd Motion for Reconsideration of Dismissal of Count 1 denied October 30, 2019;
- Motion for Reconsideration denied October 30, 2019;
- Motion for Leave to Amend Reconsideration of Dismissal of Count 1 denied

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MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiff’s pleading filed September 4, 2020, represents at least Plaintiff’s fifth and perhaps sixth Motion to Amend that has been preceded by other various Motions to Reconsider, Motions for Injunctive Relief and/or Motions for Declaratory Judgment previously filed by the Plaintiff and denied by the Court.

Plaintiff’s prior and seemingly relentless efforts to amend her Complaint, as is evidenced by the proposed Amended Complaint appended to this latest Motion follows Plaintiff’s prior effort to obtain various forms of relief from or, as the case may be, for non parties (other property owners, taxpayers, etc.) the Plaintiff today requesting in paragraphs B, C, D and E on page 32 of the proposed Amended Complaint that the homes of various homeowners or former homeowners simply be torn down; that “a remedy be paid to some unknown person or persons by a current non party (the County of Mohave a body politic) for 24 lots (Item F); for damages to Plaintiff paid by Mohave County, a body politic, for Plaintiff’s residence violating the County required side yard setback (Item G); for Plaintiff’s lost wages that allegedly were lost because the Plaintiff filed the lawsuit (Item J); for compensation to Plaintiff for “unknown” retaliation from Defendants and the anticipated retaliation of apparently “unknown” “political allies” for filing the Complaint (Item L).

Today’s efforts by the Plaintiff are remarkably similar once again to Plaintiff’s first effort to amend on May 2, 2018, discussed by Judge Carlisle in his June 11, 2018, ruling denying Plaintiff’s Motion wherein he stated:

“On May 2, the plaintiff filed a motion to amend the complaint. The defendants filed a response and the plaintiff filed a reply. Although the proposed amended complaint contained some cosmetic changes, the primary modification was that the plaintiff was seeking reimbursement for the expense of the taxpayers in determining whether to grant one of the Defendant’s request for a variance of the setback requirements. Additionally, the plaintiff sought relief for other property owners. The Court finds that the plaintiff’s attempts to expand the scope of this case should be denied. The plaintiff has presented no authority for the proposition that she has the authority to represent the taxpayers or other property owners. Therefore, the amendment would be futile.

///

1 **IT IS ORDERED** denying the motion for leave to
2 amend complaint.” Court Notice/Order/Ruling, 06/11/2018,
3 p. 2.

4 Multiple subsequent motions were filed by Plaintiff subsequent to her failed June 11,
5 2018, effort above referenced, including a 33 page Motion to Amend with 36 pages of
6 exhibits filed on October 22, 2018. This second motion was and is very similar to the motion
7 currently before the Court. In deciding the October 2018 motion, this Court found:

8 “The plaintiff primarily requested the Court reconsider its
9 previous decision that the plaintiff does not have the authority
10 to seek enforcement for violations of the CC&R’s which occur
11 in tracts in which she does not reside. To the extent that the
12 motion for leave to amend is a motion pursuant to ARCP Rule
13 59, it is not timely and the plaintiff has not established excusable
14 neglect.

15 To the extent that the motion for leave to amend is a
16 motion for reconsideration pursuant to ARCP Rule 7.1(e), the
17 plaintiff has not presented any basis to seek relief for violations
18 of the CC&R’s beyond the CC&R’s themselves. As the Court
19 previously indicated, the CC&R’s restrict who can seek relief,
20 and the plaintiff cannot seek relief for violations of the CC&R’s
21 in tract 4076-A because she is not a property owner in that tract.

22 To the extent that the motion for leave to amend seeks
23 amendment of the complaint, the Court previously dismissed
24 count one because the plaintiff did not have standing to seek
25 relief for violations in any tract other than tract 4076-B (or tracts
26 which were previously a part of tract 4076-B). Although the
27 proposed amended complaint includes some cosmetic changes,
28 the primary purpose of the proposed complaint is to reassert the
 claims in count one. The Court finds the amendment would be
 futile.

IT IS ORDERED denying the motion for leave to
 amend complaint.” Court Order/Notice, 12/11/2018, p. 2.

 The same arguments and similar facts as those currently before this Court were
presented to this Court in Plaintiff’s Motion to Reconsider Judge Carlisle’s dismissal of
Count 1 with prejudice that Plaintiff filed on April 26, 2019, and that was ruled upon on June
13, 2019. Although the motion was potentially untimely under ARCP Rules 59(b)(1), 59(d),
or 60(c)(1), the Court provided the Plaintiff the benefit of the doubt and ruled factually on
Plaintiff’s Motion, rather than procedurally, finding:

 “Plaintiff’s Motion for Reconsideration of the Court’s
order dismissing Count 1 which was signed June 11, 2018

1 rehashes the arguments already considered by this Court when
2 entering its ruling. The Court does not find such to be
persuasive; therefore

3 **IT IS ORDERED** denying Plaintiff's Motion for
4 Reconsideration of Dismissal of Count One (filed 4/26/2019)."
Court Notice/Order/Ruling, 6/13/2019, p. 3.

5 Six days later on June 19, 2019, Plaintiff filed another Motion to Amend Plaintiff's
6 Complaint that was denied on October 30, 2019.

7 A factual review of the Plaintiff's proposed September 4, 2020, amended complaint
8 covers the vast majority of the issues previously described by this Court as "cosmetic
9 changes" or "rehashing" old unsuccessful arguments. Plaintiff's newest September 4, 2020
10 proposed Amended Complaint does include a multitude of new potential defendants,
11 including the new potential defendant homeowners and/or former homeowners (Grice,
12 Rovino, Siavosh, Jamnejad). Plaintiff now wishes to bring before this Court as a Defendant,
13 the 1993 apparent developer of Desert Lakes Golf Course and Estates Tract 4163 (the
14 subdivision in which Plaintiff resides) allegedly a gentleman by the name of Sterling Varner;
15 Plaintiff further wishes to bring suit in the pending matter multiple additional defendants,
16 including a local real estate sales office, US Southwest Realty, that represents from time to
17 time some of the existing Defendants; Nick Hont (employee of Mohave County); Christine
18 Ballard (an employee of Mohave County); Mohave County, a body politic, and apparently
19 the various owners of 24 homes in Desert Lakes Golf Course and Estates Tract 4163
20 (Plaintiff's neighbors), and although not named specifically in the proposed Amended
21 Complaint's caption, Plaintiff seeks damages from pending Defendant Mohave County (see
22 paragraphs F and G, page 32 of Plaintiff's proposed Amended Complaint of September 4,
23 2020) alleging Mohave County responsibility for negligence or some type of misconduct on
24 the part of the Mohave County Planning Director (see Count Four) and that yet another
25 Mohave County employee was "primarily responsible" for not providing full disclosure..."
26 and for "alleged misappropriation of taxpayer dollars..." (Plaintiff's September 4, 2020,
27 proposed Amended Complaint, Count 5, ¶79).

28 Many of these allegations have previously been argued by Plaintiff and subsequently

1 been addressed and dismissed by the Court. The Court has initially found that Plaintiff has
2 standing to bring this action exclusively regarding Tract 4076-B and the re-subdivision of
3 parcels originally within Tract 4076-B, such as Plaintiff's Tract 4163 where Plaintiff lives
4 and owns two lots together with her spouse, William Knight. The Court has found that
5 Plaintiff has standing to litigate regarding these subdivisions including exclusively Tract
6 4076-B and parcels within Tract 4076-B that were later re-subdivided and the 1989 CC&Rs
7 as she is an owner therein. Should Plaintiff wish, she is arguably free or will be required to
8 join as parties' Plaintiff or parties' Defendant, John and Jane Does, who are owners in those
9 identified tracts as Plaintiff believes their respective homes have violated Tract 4076-B
10 CC&Rs. Plaintiff must, for example, sue Plaintiff's husband who resides with Plaintiff in
11 Tract 4163 as Plaintiff's and her spouse's home is built in violation of Tract 4076-B rear yard
12 and side yard setback requirements as is every single home in Tract 4163 and has multiple
13 additional CC&R violations such as Plaintiff's chain link fence.

14 Factually let us examine the "general allegations" of Plaintiff's September 4, 2020,
15 proposed 33 page Amended Complaint.

- 16 1. We start this review looking at the proposed added parties and the inferred
17 additional potential party, Mohave County, a body politic.
- 18 2. Page 3, ¶6: US Southwest, a realty company that Plaintiff appears to allege is
19 advertising in Tract 4076-B.
- 20 3. Page 3, ¶7: Mohave County employees Nick Hont and Christine Ballard.
- 21 4. Page 3, ¶8: Sterling Varner allegedly a partner in Desert Lakes Development,
22 L.P., in the 1980s and 1990s and the developer of a "preliminary" subdivision
23 plat known as Tract 4076. (Note: no final plat was ever recorded and no
24 recorded subdivision was ever known as Tract 4076. Mr. Varner was also the
25 1993 apparent developer of Desert Lakes Golf Course and Estates Tract 4163
26 (not finalized until September 13, 2002).
- 27 5. Note: the remaining specifically named proposed Defendants Grice, Rovno,
28 Siavosh and Jamnejad, are not specifically characterized beyond being within

1 a group discussed in ¶¶2-12 on pages 2-4 of the proposed September 4, 2020,
2 Amended Complaint, excepting only that some of the named Defendants
3 owned or may have owned property in Mohave County, Arizona (p. 4, ¶10) or
4 are amongst the 100 John and Jane Does (p. 4, ¶¶11, 12) referenced by
5 Plaintiff.

6 Plaintiff's general allegations beginning on page 5 of the proposed Amended
7 Complaint immediately commence with a description of the situs of the case events/the
8 subdivision at the center of the complaint as Desert Lakes Golf Course and Estates and to be
9 referred to as "DLGC&E" (p. 5, ¶14). Plaintiff then proceeds to describe the CC&Rs which
10 are the subject matter of the complaint as referring to "Subdivision Tract 4076" a subdivision
11 that does not and has never existed. Tract 4076 is and always has been a preliminary plat.
12 Immediately Plaintiff attempts to suggest that the issues before this Court should be
13 expanded far beyond Tract 4076-B and its derivatives to which Plaintiff was limited in the
14 original Carlisle Order of June 11, 2018. (See, p. 5, ¶¶14, 15).

15 Next, proceed to Plaintiff's efforts to substantially expand the scope and nature of this
16 litigation, as she has previously done on or in most of Plaintiff's 20+ prior and unsuccessful
17 motions, by bringing before this Court Mohave County itself, as well as several of its
18 employees, a developer (Varner) who processed subdivision development through the
19 Mohave County Development Services apparently in the time frame of 1993-2002 (see, pp.
20 6-7, ¶20) and that have no relevance to Plaintiff's original Complaint. This same paragraph
21 alleges misconduct, perhaps conspiracy between some of Plaintiff's named Defendants and
22 proposed new defendants and again discusses misuse of "taxpayer dollars" (an issue which
23 has previously been dismissed by, I believe, all three Judges through which this file has
24 previously passed) and "deception" apparently by Mohave County and/or its employees.
25 (See, p. 7, ¶21, lines 9-10.)

26 The proposed Amended Complaint on page 8 at partially struck ¶24 attempts to
27 include a new defendant, namely US Southwest, an Arizona licensed real estate firm,
28 alleging its violation of CC&R restrictions against advertising. Previously, Plaintiff has

1 alleged multiple real estate offices purportedly violating this particular covenant. This issue
2 has previously been extensively briefed and discussed in multiple prior pleadings, has been
3 modified by legislative action that prohibits enforcement (A.R.S. §33-441) and simply put,
4 Plaintiff does not like the State Legislature's action on this issue and likes even less Mohave
5 County's interpretation of Mohave County's ordinance dealing with the issues. Plaintiff has
6 previously advised the Court that Plaintiff has initiated an effort to change the State of
7 Arizona legislation and now Plaintiff is attempting to expand this lawsuit to include Mohave
8 County in an effort to require Mohave County to amend its ordinance or at a minimum its
9 interpretation of its sign ordinance. This pending litigation is not and should not be the
10 vehicle to accommodate that effort. The County's position on this issue is clearly set forth
11 in the attached **Exhibit A**. Again, this issue only looks to expand, needlessly, the scope and
12 depth of the pending litigation bringing in issues of state and county legislative process as
13 well as the conduct of multiple real estate firms and their sales activities (advertising)
14 conducted over the past 30 years.

15 Paragraph 25 on pages 9 and 10 of Plaintiff's proposed Amended Complaint is yet
16 another attempted expansion of the original Complaint and one more effort by the Plaintiff
17 to secure a finding by this Court of purported misconduct, "deceit and deception" (p. 9, line
18 24) in the proposed Amended Complaint by Mohave County for conduct and actions by the
19 County and its employees dealing with the development of Desert Lakes Golf Course and
20 Estates Tract 4163. Thrown into the mix of these new allegations is the apparent initial
21 developer of Tract 4163 at least at its 1993 initial beginning an existing non party, Sterling
22 Varner. Finally, this same paragraph suggests damage or alleged damage from some sort of
23 flood incident to an unknown non party that incurred water damage "all the way into the
24 kitchen" (p. 10, lines 4-10) ostensibly as a result of engineering purportedly undertaken by
25 Defendant Ludwig through his company Ludwig Engineering. Once again, this is yet
26 another inappropriate expansion of Plaintiff's 2018 Complaint.

27 Proposed general allegation paragraph 30 is a purported effort by the Plaintiff to
28 protect non parties or as stated by Plaintiff "There is no means of assurance that a buyer of

1 an adjacent lot will be informed of the reduced value of his purchase due to his lost views
2 from the self-serving motives of the Defendants and therefore these exists just cause for a
3 remedy as determined by jury or mediation.” (See, p. 12, ¶30.) Plaintiff has clearly and
4 consistently been advised by the Court that Plaintiff does not and may not represent and seek
5 recovery for non-parties.

6 Paragraph 32 is a rehash of Plaintiff’s former lawsuit against Plaintiff’s next door
7 neighbors that led to a stipulated judgment that Plaintiff now describes as “unfortunate” (p.
8 13, ¶32, line 26) blaming the non parties’ attorney’s “refusal to acknowledge the
9 enforceability” of the CC&Rs. Plaintiff discusses Plaintiff’s apparent belief that Plaintiff’s
10 neighbors (non parties herein) will again place Plaintiff “at risk of having her property
11 defaced again by her new adjacent neighbor...” Again, this is an example of the total
12 irrelevance of these allegations to the issue that is the subject matter of this litigation, i.e., are
13 the 1989 CC&Rs (the covenants) enforceable for Desert Lakes Golf Course and Estates Tract
14 4076-B and its derivatives!? This Motion by Plaintiff is a continuing effort to expand both
15 the nature of the action and the parties to the original litigation and has been continuously
16 rejected by three Mohave County Superior Court Judges since Plaintiff’s Complaint was filed
17 on January 22, 2018.

18 We next address paragraphs 34-48 on pages 14-22 of the proposed September 4, 2020,
19 Amended Complaint. Once again, Plaintiff is alleging that the Defendant Azarmi, by
20 requesting an ordinance change or amendment dealing with an adjustment of lot setback
21 requirements on an alleged “countywide” (p. 14, ¶34, line 19.5) basis and that was processed
22 by proposed Defendant Mohave County and Mohave County employees is an appropriate
23 subject matter of Plaintiff’s original Complaint. Here, Plaintiff is attempting to expand
24 significantly the scope of this 2 year 9 month old Complaint by attempting to legislate
25 Mohave County’s zoning and rezoning and notification requirements in its ordinances and
26 actually seeks a monetary award to the Plaintiff. In theory, Plaintiff suggests that a person
27 that contests an effort to amend an ordinance who has “suffered time and expenses of
28 investigation” of the proposed ordinance before the Board of Supervisors (p. 21, ¶46, lines

1 10-11) should be compensated for contesting such a request. Plaintiff contends that the
2 proposed Defendant Mohave County apparently had a duty to inform approximately 180 or
3 more property owners regarding Plaintiff's "research and exposure of the issues" (see, p. 21,
4 ¶47, line 25) and failing to do so should result in the County paying damages to a party
5 opponent. Paragraphs 34-48 factually have no relevance to the matter currently before the
6 Court, namely, are the Tract 4076-B CC&Rs enforceable?!

7 Paragraph 52 at p. 23 perhaps represents the most blatant attempt by Plaintiff to
8 improperly expand the scope of the pending litigation in direct contradiction of the original
9 Carlisle Order limiting Plaintiff's standing to litigation Desert Lakes Golf Course and Estates
10 Tract 4076-B and its derivatives, namely, Plaintiff's Tract 4163 and Tract 4076-D. Plaintiff
11 is now attempting to expand Plaintiff's standing to include Tract 4132 as Plaintiff has
12 previously and unsuccessfully attempted to do with a neighboring subdivision, Fairway
13 Estates, and which is not derivative of nor any former part of Tract 4076-B. Plaintiff's
14 justification for inserting this additional tract is apparently because Tract 4132 and multiple
15 additional tracts of Desert Lakes Golf Course and Estates such as Tract 4132, Tract 4076-A
16 and others were part of a preliminary plat. Plaintiff's multiple failed efforts to convince the
17 Court that a preliminary plat has the legal efficacy of a final subdivision plat. Plaintiff
18 continues nonetheless to argue that if it was part of a preliminary plat all lands within the
19 preliminary plat are in fact ipso facto a final plat. These arguments have uniformly and
20 constantly been denied. A preliminary platted parcel of ground is not a "final" subdivision
21 of that parcel, it is a working tool in the pre-subdivision process.

22 Again, we are looking at an effort to expand significantly Plaintiff's rights into, over
23 and concerning lands where Plaintiff's standing simply is non-existent and has been ruled as
24 such.

25 Having examined Plaintiff's general allegations, we next turn to Plaintiff's five counts
26 in the proposed Amended Complaint of September 4, 2020. Count One is fully stricken and
27 non-existent.

28 Count Two seeks injunctive relief the basis of which are non-specified CC&Rs

1 assumed to be those recorded with the Final Plat of Tract 4076-B that have gone unenforced
2 for 30 years, have been violated hundreds if not thousands of times by the vast majority of
3 homes regarding setbacks including the Plaintiff and Plaintiff's home. This Count also
4 outlines Plaintiff's contest of Mohave County's interpretation of "advertising or real estate
5 for sale signs, finally seeking compensation to the Plaintiff for Plaintiff's hours of research,
6 emails, etc., for her "battle to protect Desert Lakes Golf Course and Estates subdivision from
7 CC&R violations." (See p. 27, ¶69, lines 24-26.)

8 Count Three seeks some sort of judgment against four homeowners or former
9 homeowners (apparently Grice, Rovno, Siavosh and Jamnejad). This count is not specific
10 however in Plaintiff's prayer for relief in paragraphs B, C, D and E, it is believed that
11 Plaintiff seeks to have these non parties' homes destroyed.

12 Count Four seeks apparent judgments against Mohave County and several named
13 Mohave County employees for apparently allowing the development of Tract 4163 and
14 Mohave County's "incompetency" (p. 30, ¶76, line 10) of a Mohave County employee and
15 Plaintiff's anxiety for allowing a side setback violation to occur entitling Plaintiff to
16 monetary compensation per paragraph G prayer for relief on page 32, as well as monetary
17 compensation from Mohave County due and owing to Plaintiff and her 23 neighbors for
18 processing Tract 4163 in alleged violation of CC&Rs (see, paragraph F prayer for relief,
19 pp. 16-17).

20 Finally, Count Five seeks monetary damages for attempted violations of CC&Rs by
21 requesting Mohave County Board of Supervisors amendment Resolution 93-122 to reduce
22 setbacks to 15 feet by Defendant Azarmi and additional apparent damages via a Mohave
23 County employee, proposed Defendant Nick Hont, for failing to disclose risks of CC&R
24 violations and "misappropriation" of taxpayer dollars.

25 A look back to Judge Carlisle's original ruling on June 11, 2018, on the second of
26 some 22 failed motions that have been proffered by Plaintiff is the same today as it was in
27 June 2018.

28 ///

1 past approximate 31 years during which period there have been hundreds if not thousands
2 of violations occurring on or in hundreds of the existing homes occupied by non parties to
3 this action? Prior rezoning applications which were processed by Mohave County such as
4 the approvals and development of Tract 4163 and Tract 4076-D which were long ago
5 processed and approved, or in the Board of Supervisors rejected setback application that was
6 submitted to the appropriate Mohave County agency and was processed in accord with
7 Mohave County adopted ordinances are all and will continue to be irrelevant and improper
8 matters to be added to the matter currently before the Court.

9 **SUMMATION**

10 Plaintiff's request should be denied and this Court must look to the appropriateness
11 of the entry of an award without further delay of Defendants' attorney fees in whole or in part
12 necessitated as a result of Plaintiff's continued and never ending effort to expand, to set
13 aside, to modify and to amend Plaintiff's 2018 Complaint and award attorney fees
14 representing at least a substantial portion of the \$110,000.00 to \$130,000.00 these responding
15 Defendants have expended on responding to Plaintiff's never ending needless, in appropriate,
16 unwarranted, improper and universally failed motions.

17 RESPECTFULLY SUBMITTED this 20 day of September, 2020.

18 LAW OFFICES OF DANIEL J. OEHLER

19 

20 Daniel J. Oehler,
21 Attorney for Defendants

1 **COPY** of the foregoing emailed
2 this 21st day of September, 2020, to:

3 Honorable Lee F. Jantzen
4 Mohave County Superior Court
5 Division 4
6 401 E. Spring Street
7 Kingman, Arizona 86401
8 (928) 753-0785 Danielle
9 dlecher@courts.az.gov

10 Plaintiff Pro Per
11 Nancy Knight
12 1803 E. Lipan Circle
13 Fort Mohave, Arizona 86426
14 (928) 768-1537
15 nancyknight@frontier.com

16 By: 
17 Patricia L. Emond, Legal Assistant

Knigh t v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

**Defendants' Response to Plaintiff's September 4, 2020
Motion for Leave to Amend Complaint**

EXHIBIT A

From: Nancy Personal Mail [mailto:nancy@thebugle.com]
Sent: Monday, July 08, 2019 8:52 AM
To: Jenny Nelson <Jenny.Nelson@mohavecounty.us>
Subject: Commercial Signage on Residential lots

Hello Jenny,

Karl Taylor advised that you may be able to help with a code enforcement issue.

I am not an expert in ordinances and codes so you may have to direct me to the proper person and with the legal verbiage of what I am trying to accomplish. We have companies that are advertising their business on undeveloped lots in a residential subdivision.

I would like the County to enforce the restriction.

Can you help me?

Nancy Knight

Desert Lakes Golf Course Estates in Fort Mohave

Good morning,

Since this is a new request, please complete the attached and return it to me. Please be specific as to the time frame (dates) you are requesting.

From: Jenny Nelson

Sent: Wednesday, July 10, 2019 7:04 AM

To: Nancy Personal Mail

Subject: RE: Commercial Signage on Residential lots

Nancy

I can definitely try to help you. Though I recommend speaking with our Planner Scott Holtry as he is our sign guru.

If you'd like to send me parcel numbers and photos of the signs your concerned with I can verify if they are allowed.

You can always call me also

Thanks
Jenny

From: Nancy Personal Mail [mailto:nancy@thebugle.com]
Sent: Wednesday, July 10, 2019 8:28 AM
To: Jenny Nelson <Jenny.Nelson@mohavecounty.us>
Subject: Re: Commercial Signage on Residential lots

Jenny,

I have attached several photo files.

The one sign that is on Wishing Well in Desert Lakes Golf Course and Estates is a close up for your review and evaluation as a commercial sign on a residential lot. Note the "Build to Suit" part is partnered with a "Development Services" company. Both parts of the signage appear to be for commercial purposes to me.

There are many of these signs on unimproved lots throughout the Desert Lakes Subdivision; however, I do not have all of the parcel numbers nor photos of all of the signs at this time. It is easier for me to send you the street name and maybe the address of a improved lot in the vicinity. Would that do?

I have attached a few other of these signs to show that they are left long-term and rust and even come apart causing a potential for injury to persons or property in high wind situations. One such photographic sign on Lipan Blvd. did keep deteriorating since this photo was taken and has disappeared possibly in a high wind situation.

The "FallenSign_Debris.jpg" is a series of photos that has one photo displaying the difference between the US Southwest Real Estate Sales logo from their Development Services logo.

I understand "for sale" signs are allowed.

I await a determination of your evaluation as commercial signage and then we can have Scott Holtry become involved if need be.

I would like to be copied on any enforcement procedures that you take.

Nancy

From: Jenny Nelson

Sent: Friday, July 12, 2019 7:51 AM

To: Nancy Personal Mail

Cc: Scott Holtry

Subject: RE: Commercial Signage on Residential lots

Nancy,

Thank you for the photos. I looked up "Fairway Constructors" and found they own multiple properties in the Desert lakes Subdivision and multiple others throughout the community. They would be allowed to put a sale sign on the lot they own as long as it meets size requirements. The signs they are using are no different that if an owner used a real estate company to list the property and the real estate company put their phone number and business name on it. Fairway construction is the owner and US Southwest is their real estate company. The signs you have in the photos are smaller than the maximum size allowed. The Zoning Ordinance doesn't restrict the amount of time a private real estate sign can stay posted on a property, other than once the property sells they would need to remove it. As for the sign that has fallen down, I'm not sure the county has jurisdiction over that but I will look into it. It does appear it was at one time in the road way, if so than it would definitely be out of Code Enforcements jurisdiction as we only enforce violations on private property. You could contact Sergeant Davison with "ERACE" and ask if it's something he can look into as he deals with items in the right of way. (928-757-0910). If you would like to look up sign guidelines in the ordinance I have provided a link to it below. Please refer to Section 42.D.T "Real Estate signs". I hope I have answered all your questions. I will forward this email to Scott so if he wants to clarify any information I have given you he can do so.

Respectfully,

Jenny Nelson

[https://resources.mohavecounty.us/file/PlanningAndZoning/Agendas/ZONING%20ORD%20MASTER-12419\(1\).pdf](https://resources.mohavecounty.us/file/PlanningAndZoning/Agendas/ZONING%20ORD%20MASTER-12419(1).pdf)

From: Nancy Personal Mail [<mailto:nancy@thebugle.com>]
Sent: Friday, July 12, 2019 8:45 AM
To: Jenny Nelson <Jenny.Nelson@mohavecounty.us>; Scott Holtry <Scott.Holtry@mohavecounty.us>
Cc: Ron Gould <Ron.Gould@mohavecounty.us>
Subject: Re: Commercial Signage on Residential lots

Scott and Jenny:

Scott, Jenny says you are the guru for my questions and to Jenny thank you for including the revised Zoning Ordinance.

Can either of you send me a copy of the older versions? Someone said there was specific language in the zoning ordinance that prohibited any commercial advertising on residential lots. They may have been looking at an older version possibly prior to April 2018.

For now however, as I read the "Off-premises" definition, it appears that this business sign fits that description as the premises of the business is not the residential lot on which it is posted. And off-premises signs would not be allowed on a residential lot in accordance with the following:

"Off-premises signs shall be permitted only on lots and parcels properly zoned C-2H (Highway Commercial), C-M (Commercial Manufacturing), C-MO (Commercial Manufacturing/Open Lot Storage), M-1 (Light Manufacturing) M-2 (General Manufacturing), and M-X (Heavy Manufacturing). In addition, off-premises signs shall be permitted on lots or parcels properly zoned C-2 (General Commercial) along State Highways (93, 66, 95, 68, Interstate 40 and Interstate 15) unless the area has been designated as a sign free area as per Section 42.K.4.f of these Regulations. In the event that a lot or parcel fronts on more than one (1) public right-of-way, only one (1) off-premises sign shall be allowed on either street frontage.

Further, Fairway Constructors does not own any residential lots in Desert Lakes and it would "pierce the veil" of the corporate protection from liability to co-mingle the personal assets of officers or directors such as Mehdi Azami or the Ludwigs. I would suggest that the County be very careful in making determinations on a corporation's behalf in this way.

So Scott, can you see the difference between a "for sale" sign and this "Build to Suit" sign? You have always been a man of high integrity when it comes to following zoning regulations. I think Jenny may be mistaken in her interpretation of what the signage is.

Nancy

From: Scott Holtry

Sent: Tuesday, July 23, 2019 8:35 AM

To: Nancy Personal Mail ; Jenny Nelson

Cc: Tim Walsh ; Christine Ballard

Subject: RE: Commercial Signage on Residential lots

Nancy,

Sorry for the late response. If the sign is located on a parcel and the property owner of that parcel is indicating that their lot is for sale and that the construction company listed on the sign will build to suite on that lot then the sign is in compliance and falls under Section 42.D.1.j. of the Zoning Ordinance.

If the sign is placed on a parcel and advertising to build on a lot different from the lot it is placed on, then it is considered an Off-premise Sign and would not be allowed.

Thanks

Scott Holtry

Planner II

Mohave County Development Services

Phone: 928-757-0903 Fax: 928-757-0936

3250 E Kino Ave, Kingman, AZ 86409

scott.holtry@mohavecounty.us

From: Nancy Personal Mail [mailto:nancy@thebugle.com]
Sent: Tuesday, July 23, 2019 8:51 AM
To: Scott Holtry <Scott.Holtry@mohavecounty.us>; Jenny Nelson <Jenny.Nelson@mohavecounty.us>
Cc: Tim Walsh <Tim.Walsh@mohavecounty.us>; Christine Ballard <Christine.Ballard@mohavecounty.us>
Subject: Re: Commercial Signage on Residential lots

Hello Scott,

The issue of the rules has been answered while you were away but Jenny understands now and provided the Complaint Form. Photos of the signs were provided to Jenny too. Two Complaint Forms have been filed for Jenny to enforce. The signs fell under two sections of the County code. Mostly these are defined in the section on Off-premises commercial advertising that are only allowed on a variety of commercial or manufacturing lots but not allowed on residential lots. Hopefully, Jenny will be able to get enforcement soon. I only filed two Complaints for two lots so far to see what happens with enforcement. More signs are in the area that fall under the same off-premises violations. All by the same Construction Company.

Nancy

Nancy,

Thank you for your response. After reviewing the complaint forms for APNs 226-11-177 and 226-13-008 and the pictures that our inspector took, there is no indication that the signs refer to any other lot than the one they are placed on and therefore would not be considered an Off-premises sign. No violation is found and these signs would fall under Section 42.D.1.j. of the Mohave County Zoning Ordinance. Please let me know if you have any questions.

Thanks

Scott Holtry

Planner II

Mohave County Development Services

Phone: 928-757-0903 Fax: 928-757-0936

3250 E Kino Ave, Kingman, AZ 86409

scott.holtry@mohavecounty.us

Arizona Department of Real Estate confirms "not a for sale sign"

From: nancyknight (nancyknight@frontier.com)

To: scott.holtry@mohavecounty.us; Christine.Ballard@mohavecounty.us; Ryan.Esplin@mohavecounty.us

Cc: Ron.Gould@mohavecounty.us; Jean.Bishop@mohavecounty.us; buster.johnson@mohavecounty.us;
Gary.Watson@mohavecounty.us; Hildy.Angius@mohavecounty.us; Bill.Ekstrom@mohavecounty.us;
djolaw@frontiernet.net

Date: Tuesday, September 17, 2019, 03:17 AM MST

Dear Planner Holtry, Manager Ballard and Attorney Esplin,
I have requested you follow the letter of the law with regards to the "off-premises" signage posted on residential lots in Desert Lakes Golf Course and Estates to no avail. Ms. Ballard's opinion that Mr. Holtry should interpret the sign as a for sale sign has been refuted by the Arizona Department of Real Estate. I have attached a copy of the letter that includes their determination that this is a developer sign.

I expect all of the signs to be removed as a violation of multiple County Ordinances within ten calendar days of this correspondence.

A mounting body of evidence of County Corruption to benefit Fairway Constructors, Inc., Mehdi Azarmi, et. al. is still in my Discovery stage of investigation that to date includes but is not limited to alleged misappropriation of taxpayer dollars (\$12,500), habitable space (a clubhouse) built on a drainage easement and in violation of Special Development zoning for single family homes, a flowage easement directing flow toward Desert Lakes Golf Course and Estates, ongoing "errors" in issuing building permits in violation of Special Development zoning setbacks and more...

Development Services, the County attorneys, the Board of Supervisors, and possibly the County Assessor for what appears to be fraud in tax assessments, have the power and authority to right these wrongs.

At a minimum, I expect an answer to this email communication on the signage issue and a date for Board Agenda Items that may be deemed necessary by the County attorneys for public discussion and remedy of the ongoing perception of County Corruption.

Respectfully,
Nancy Knight



AZRE_Not a for sale sign.pdf
466kB



Arizona Department of Real Estate (ADRE)
Auditing and Investigation Division
www.azre.gov
100 North 15th Avenue, Suite 201, Phoenix Arizona 85007

DOUGLAS A. DUCEY
GOVERNOR

JUDY LOWE
COMMISSIONER

September 9, 2019

NANCY KNIGHT
1803 E. LIPAN CIRCLE
FORT MOHAVE, AZ 86426

Re: Case #C19-000660 – Complaint filed against ANN PETTIT

Dear Ms. Knight:

The Department of Real Estate reviewed your complaint against ANN PETTIT.

The investigation determined that the signage in the photo you provided is the Developer's sign, not US Southwest's sign. The sign shows the Developer's name, phone number and the verbiage, "Build to Suit." The sign identified US Southwest as the real estate broker who conducts Sales and Marketing for the developer; however, the sign does not state the property is for sale or lease. If the sign is a violation of county ordinances, the county is the appropriate entity to address the issue of the developer's signs.

The Department has sole discretion in determining that closing the investigation and taking no disciplinary action against the licensee(s) is appropriate. The Department's decision to close an investigation may not be appealed.

Sincerely,

Wayne L. Jackson / WLJ
Senior Investigator

cc: file