

TB

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Christina Spurlock SupDrfClerk

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 Trustee of THE LUDWIG
11 FAMILY TRUST; FAIRWAY
12 CONSTRUCTORS, INC.; MEHDI AZARMI;
13 JOHN DOES 1-10; JANE DOES 1-10; ABC
14 CORPORATIONS 1-10; and XYZ
15 PARTNERSHIPS 1-10.

16 Defendants.

Case No.: CV 2018-04003

**PLAINTIFF'S MOTION FOR LEAVE
TO AMEND COMPLAINT FOR
AFFIDAVIT FRAUD**

Honorable Lee Jantzen

17 Plaintiff Pro Per Nancy Knight (hereinafter "Plaintiff") moves this Court to allow
18 her to amend her Complaint in this matter pursuant to Rule 15(a), Arizona Rules of Civil
19 Procedure and for an Order authorizing the filing of a First Amended Complaint. The
20 Court has ordered that a high-profile website will display all documents in this case. It is
21 important that full disclosure is available to the Indispensable Parties and readers of these
22 documents and the First Amended Complaint is necessary for full disclosure. On
23 September 16, the Court prohibited the Plaintiff from any contact, directly or indirectly,
24 with the Parties.
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B8015CV201804003

1 Nine Affiants submitted Affidavits that the Defendants emailed to the Plaintiff on
2 December 6, 2019 with misinformation and/or deliberate fraudulent claims. The primary
3 purpose for amending the Complaint is to provide full disclosure to Indispensable Parties
4 in an effort to alleviate the fears caused by fraudulent claims on Affidavits. Indispensable
5 Parties have been poisoned by false claims made against the Resolution that formed the
6 Desert Lakes Subdivision Tract 4076 Unincorporated Association (“UA”). Full
7 disclosure on the benefits of the UA for replacing the Architectural Committee whose
8 term of service expired over twenty years ago is intended to alleviate concerns of
9 abandonment of the Declaration and provide a means to protect property owners from
10 law suits. The amended complaint also strikes errors of assumption that are a part of the
11 original January 2018 Complaint in an effort to alleviate confusion.
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15 The proposed First Amended Complaint, in the form required by Rule 15(a)(2), is
16 attached hereto for the Court’s review. This Motion is supported by the accompanying
17 Memorandum of Points and Authorities.
18

19
20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 Rule 15(a), ARCP, provides, “Leave to amend shall be freely granted when justice
22 so requires.” Thus, “amendments to pleadings shall be liberally granted.” *Dewey v.*
23 *Arnold*, 159 Ariz. 65, 68, 764, 2d 1124, 1127 (App.1988). In *Owen v Superior court*, 133
24 Ariz. 75, 649 P. 2d 278 (1982), the Arizona Supreme Court held, “to justify denial of the
25 motion [to amend] there must be undue delay, bad faith, dilatory motive, repeated failure
26 to cure deficiencies by previous amendments or undue prejudice to the opposing party.”
27
28 Id. At 79 (inner citations omitted).

1 In the present matter, none of the reasons for denying an amendment to the
2 Complaint exists. Exposing truth and methods of remedy does not affect the timing of the
3 case. Truth cures existing bad faith in the Affidavits. There is no undue prejudice to the
4 opposing party for granting Leave to Amend the Complaint; however, Plaintiff believes
5 that denial would unduly injure the Indispensable Parties. Indispensable Parties have a
6 right to full disclosure on the website where all existing documents in this case would
7 only provide a half-truth perspective to the viewing public. Fraud on Affidavits must be
8 exposed and fears alleviated.
9
10

11 LEGAL ARGUMENT

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13 Affidavit Fraud, for the purpose of claiming abandonment of the CC&Rs in Tract
14 4076-B, is self-serving on the part of the Defendants.
15

16 Based on the Desert Lakes Contract, when the original Architectural Committee's
17 term expired, the proper venue was to go to the property owners. The property owners at
18 that point governed. The County was not the proper venue for permits that violated the
19 CC&Rs. Property owners were not required to form a Committee to serve Defendant
20 Azarmi; however, they were given the authority to prosecute violations and had the
21 implied duty to prevent violations which is what the Plaintiff did to prevent Azarmi's
22 Res. 2016-125 from circumventing Res. 93-122 for his proposed fifteen foot setbacks in
23 the entire Subdivision Tract 4076.
24
25

26 Today, property owners needing a variance or exception to restrictions have the
27 UA that can appoint Committee members to serve in the capacity of the 1990
28 Architectural Committee. The Resolution that formed the Desert Lakes Subdivision Tract

1 4076 Unincorporated Association (“UA”) was recorded on January 25, 2021 at Fee #
2 2021004595.

3
4 Due to the non-waiver clause in the Tract 4076-B CC&Rs, Defendants have to
5 prove complete abandonment that has defeated the purpose for which the restrictions and
6 conditions were imposed.


7
8 Enforcement has occurred many times since inception of the Declarations of
9 CC&Rs. In 1991, Frank Passantino of Desert Lakes Development L. P. was approved by
10 Mohave County for abandonment of a 1988 proposed multifamily zoned parcel.
11 Multifamily housing is expressly forbidden in the CC&Rs. In 1998, a proposal for the
12 formation or annexation of an existing HOA for Parcel VV in Tract 4076-B was
13 rescinded by the County in 2002 for the property owner, T&M Mohave Properties. The
14 CC&Rs for the entire Tract 4076 Subdivision never had an HOA. Fence height and
15 wrought iron panel violations were remedied in CV 2016 04026. Plaintiff is currently
16 attempting to remedy her side and rear yard setback violations by those who caused the
17 violations in P1300 CV 2022 00177.

18
19 Rule 15 (a)(2) provides “a party may amend its pleading only with leave of the
20 Court or with written consent of all opposing parties who have appeared in the action.
21 Leave to amend must be freely given when justice requires. Given that Affidavit Fraud is
22 a prosecutable offense, consent of all opposing parties would be futile and therefore
23 Plaintiff seeks leave of this Court to amend the Complaint. Justice requires that all
24 indispensable parties have full disclosure prior to being served their Summons by the
25 Plaintiff.
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1 CONCLUSION

2 Motions to amend pleadings are generally liberally granted in Arizona with the
3 exception of this Court’s past multiple denials for Leave to Amend by Plaintiff and
4 Plaintiff’s former attorney Coughlin for additional Breach of Contract defendants. Count
5 One for Breach of Contract for one home in Tract 4076-A was dismissed by the Hon.
6 Judge Carlisle on or about June 2018 because the Plaintiff owns property subject to the
7 Tract 4076-B CC&Rs. The Defendants multiple dilatory motions have protected the
8 Defendants and served their profit motives for larger building footprints in violation of
9 the CC&Rs and Res. 93-122 for over four years. Those homes are then sold to
10 unsuspecting buyers who are now subject to a Breach of Contract law suit that this Court
11 refused to allow. The Court in P1300 00177 has erroneously ruled that those Defendant’s
12 violations would be remedied in your CV 2018 04003 case. The only way that could be
13 true is if the Court has predetermined an abandonment ruling will occur in your case.
14 Plaintiff has evidence to the contrary. We do not have complete abandonment. Some
15 property owners may have remedy available through the UA, others will have to suffer
16 the costs of remedy. An Amended Complaint will expose property owners to their option
17 for remedy by applying to the Committee for an exception or variance. This case and the
18 amended complaint are expected to clear the poisoned waters sufficiently to provide for
19 volunteers to serve on the Committee.
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26 **RESPECTFULLY SUBMITTED** this 29th day of September, 2022

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Nancy Knight
Plaintiff Pro Per

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Copy of the foregoing was emailed on September 29, 2022 to:

djlaw@frontiernet.net
Attorney for the Defendants
The Law Office of Daniel Oehler
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6 Plaintiff Pro Per

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

9 NANCY KNIGHT,)
10)
11 Plaintiff,)
12 and)
13 GLEN LUDWIG and PEARL LUDWIG,)
14 Trustees of THE LUDWIG FAMILY TRUST;)
15 FAIRWAY CONSTRUCTORS, INC.;)
16 MEHDI AZARMI; JAMES B. ROBERTS and)
17 DONNA M. ROBERTS, husband and wife;)
18 ROBERT MORSE; SUNIL KUKREJA;)
19 ANN PETTIT; GREG GREEN; ALAN)
20 PATCH; ERIC STEPHAN; DOUGLAS)
21 MCKEE; TRACY WEISZ; JOHN DOES 1-)
22 10; JANE DOES 1-10; ABC)
23 CORPORATIONS 1-10; and XYZ)
24 PARTNERSHIPS 1-10.)
25 Defendants.

Case No.: CV 2018 04003

FIRST AMENDED COMPLAINT

~~Breach of Contract—~~
~~Violations of Covenants, Conditions, and~~
~~Restrictions~~

Affidavit Fraud

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

24 **PARTIES AND JURISDICTION**

25 **1.** Plaintiff, NANCY KNIGHT, (hereinafter “Plaintiff”), is a resident of Fort
26 Mohave, Mohave County, Arizona and is a property owner within Desert Lakes Golf Course and
27 Estates.
28

1 2. Defendants, Glen Ludwig and Pearl Ludwig (now deceased) as Trustees of THE
2 LUDWIG FAMILY TRUST (hereinafter Ludwig”) own properties in Desert Lakes Golf Course
3 and Estates in Fort Mohave, Mohave County, Arizona.

4 3. Glen Ludwig is President of FAIRWAY CONSTRUCTORS, INC., an Arizona
5 Corporation, which owns properties within Desert Lakes Golf Course and Estates in Fort
6 Mohave, Mohave County, Arizona. Fairway Constructors, Inc. is a residential developing
7 corporation doing business in Fort Mohave, Mohave County, Arizona since at least 1991. Glen
8 Ludwig is President of Ludwig Engineering Associates, that contributed to Plaintiff’s rear yard
9 setback violation.

10 4. Defendant, MEHDI AZARMI (hereinafter “Azarmi”) is, or was at the time of the
11 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
12 Vice President and Developer Representative of Fairway Constructors, Inc., located in Fort
13 Mohave, Mohave County, Arizona. Mehdi Azarmi is Vice President of Ludwig Engineering
14 Associates, Arizona division, that contributed to Plaintiff’s rear yard setback violation.

15 Defendant Azarmi, is further a property owner within Desert Lakes Golf Course
16 and Estates and resides in Fort Mohave, Mohave County, Arizona. Defendant Azarmi, is further
17 charged with Affidavit Fraud for the completely fraudulent claim at paragraph 10 that the
18 “covenants have not been enforced from the outset” when his own attempt to violate the CC&Rs
19 through Mohave County Res. 2016-125 was prevented by the Plaintiff in 2016 pursuant to
20 property owners implied duty at paragraph 20 of the CC&Rs; that Frank Passantino prevented a
21 parcel from multifamily zoning; that T&M Mohave Properties prevented Azarmi from annexing
22 his Fairway Estates HOA into Desert Lakes; that the Plaintiff remedied fence violations through
23 a law suit in 2016 (CV 2016 04026). He signed his Affidavit on Nov. 15, 2018. No Arcitectural

1 Committee is a common thread among affiant claims. In past years, developers were supposed
2 to go to the property owners for variances or exceptions. Today, property owners needing a
3 variance or exception to restrictions have an Unincorporated Association (“UA”) that can
4 appoint Committee members to serve in the capacity of the 1990 Architectural Committee. The
5 Resolution that formed the Desert Lakes Subdivision Tract 4076 Unincorporated Association
6 was recorded on January 25, 2021 at Fee # 2021004595. The Resolution in pertinent part reads
7 as follows:

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9
10 **ORIGINAL RESOLUTION FORMING THE**
11 **DESERT LAKES SUBDIVISION TRACT 4076**
12 **UNINCORPORATED ASSOCIATION**

13 I, NANCY KNIGHT, President of the DESERT LAKES GOLF COURSE
14 & ESTATES SUBDIVISION TRACT 4076 UNINCORPORATED
15 ASSOCIATION, organized as a non-profit unincorporated association
16 under the law of the State of Arizona pursuant to A.R.S. §33-1802(1),
17 do hereby certify that the following is a true, full and correct original
18 resolution to provide authority to three (3) volunteer officers of the said
19 Unincorporated Association with duties formerly provided by an
20 Architectural Committee whose terms of service ran over twenty years
21 ago.

22 5. — Defendants JAMES B. ROBERTS and DONNA M. ROBERTS (hereinafter
23 “Roberts”) are residents of Fort Mohave, Mohave County, Arizona and property owners within
24 Desert Lakes Golf Course and Estates. Defendant,

25 6. Defendant, ANN PETTIT, is owner of US Southwest who signed her Affidavit on
26 October 30, 2019. Ann Pettit is a real estate broker who shared advertising space on Fairway
27 Constructors “Build to Suit” off-premises business advertising that is subject to prosecution in
28 this matter. She is promoting her Development Services boutique of real estate businesses on his
sign. Pettit and Azarmi’s off-premises business advertising signs are not legal and the sheet
metal was rusted and dilapidated from years of exposure to the elements that caused them to be a

1 hazard to persons and property. Azarmi et. al. are being prosecuted for Injunctive Relief in CV
2 2016 04003. The Arizona Department of Real Estate investigated the sign in conjunction with
3 Azarmi's "Build to Suit" signs and determined they are not "for sale" signs. Realtors are required
4 to list the name of the Realtor and the Realtor's contact phone number on all "for sale" signs.
5 Pettit is deliberately attempting to protect their combined interest in development services
6 advertising and logo recognition on their signs and deflect their wrongdoing toward the Plaintiff
7 Nancy Knight. At her paragraph 8, she falsely cites a law that prohibits CC&R enforcement
8 against for sale signs. The law is intended for developed lots where in specific detail the signs are
9 allowed for open houses and posting in windows. Desert Lakes CC&Rs have always conformed
10 to this legislative Statute where for sale, for lease, and for rent signs have always been allowed
11 on residential lots in Desert Lakes. Their development services advertising is not allowed by that
12 law and their rusted, dilapidated sheet metal signs were a hazard to persons and property. No
13 Statute would allow signage to pose a risk of harm to persons or property. Pettit falsely claims
14 that Desert Lakes SD/R zoned properties allow a 50% projection into the rear yard for patio
15 covers. This is a County claim too in support of Azarmi's business interests. Mohave County is a
16 Defendant for this Ordinance in CV 2022 00177 for issuing permits that violate Desert Lakes
17 approved Res. 93-122 for twenty (20) foot setbacks, front and rear. County Ordinance 37.C.4 is
18 less restrictive than the CC&Rs, therefore the CC&Rs govern pursuant to Article II, paragraph
19 21 in book 1641 on page 899. This Ordinance that was approved in 2016 is in violation of the
20 Arizona Private Property Rights Protection Act that was codified into law with voter passage of
21 Prop 207. The County is well aware of Prop 207 and when they were assisting Azarmi with
22 offers mailed to all Desert Lakes Property owners in 2016 to opt-in to Azarmi's Res. 2016-125
23 for fifteen foot setbacks, property owners had to sign a Waiver of Liability for diminished value
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1 pursuant the County's liability from voters passing Prop 207. Ms. Pettit's paragraph 18 is
2 revealing for Azami's motive to harm Desert Lakes. Desert Lakes does not have do not have an
3 HOA. Azarmi's projects do. Desert Lakes is more desirable because it has CC&R protections
4 with no HOA dues nor governing Board. All property owners have to do is abide in the
5 Declaration that has been in place since 1989. Pettit operates her business from Bullhead City,
6 Mohave County, Arizona.

7
8 7. Defendant, SUNIL KUKREJA ("Kukreja"), is conducting business in Fort
9 Mohave AZ under various business names including Desert Greens, Desert Golf and Estates, and
10 Pioneer Title TR 9051 in Fort Mohave, AZ, Mohave County, AZ. He was apparently confused
11 about the month of signing his Affidavit or it was fraudulently modified. The stricken date of
12 September 20 was changed to be November 20, 2019 and the Notarized date is also alleged to
13 have been fraudulently modified. His company purchased 183 lots in 1998. The company name
14 at the time of ownership of these lots was 1043 Arizona Properties. 1043 Arizona Properties was
15 the company that caused Tract 4163 to have ten foot rear yard setbacks. The land was
16 fraudulently passed off as zoned Agricultural and the developer wanted small lots for patio
17 homes like Azarmi's espoused Fairway Estates. The County proposed using the golf course and
18 tribal land across Lipan Blvd for the recreational use of the small lot owner's open space
19 condition. And more. The entire fiasco has caused Plaintiff a considerable amount of research
20 time in discovery of the multiple levels of fraud in that small lot subdivision approval. Kukreja,
21 Azarmi, Ludwig Engineering Associates, Fairway Constructors and Mohave County are
22 Defendants for Fraud that Plaintiff is attempting to prosecute in P1300 CV 2022 00177 for that
23 approval and for them to pay for remedy to bring her home into compliance with the CC&Rs in
24 the absence of volunteers to serve on the Committee for a variance or exception to paragraph 6
25 of the CC&Rs. Property owners in Tract 4163 would do well to consider applying for an
26 exception to the twenty foot setbacks from the UA's Committee of Architecture when this case is
27 settled and volunteers come forward. Kukreja did not build any homes in Tract 4163 but admits
28 he built homes with less than twenty foot setbacks elsewhere in Desert Lakes. He attempts to

1 protect the Azrmi/Pettit advertising signs by referencing his own. Notice his current Billboard
2 sign for Desert Greens at the Corner of Joy Lane and Clubhouse Dr. Notice Azarmi's Billboard
3 sign for Fairway Village at the corner of Joy Lane and Mountain View. To date the County has
4 been unwilling or unable to provide the Plaintiff with the permits for these signs and the name of
5 the sign company who installed them.

6 8. Defendant, TRACY WEISZ ("Weisz"), is an employee of Fairway Constructors
7 Inc. who signed her Affidavit on November 8, 2019. Evidence that someone other than the
8 Affiants wrote the Affidavits is that Weisz appeared to be using a license number that belonged
9 to another local Real Estate Broker. Plaintiff notified the broker and attorney Oehler was forced
10 to file a Scrivener's Error with the Court. Ms. Weisz cries the same tune as Azarmi and others
11 that there has been no Architectural Committee for Desert Lakes. No excuse. The County is not
12 the authority over Desert Lakes CC&Rs. She claims to be a professional but does not know that
13 you follow the CC&Rs for your home design and then go to the County for a permit. You don't
14 ignore your Contract to abide in the CC&Rs to get the County to be complicit in your higher
15 profit motive. Her entire Affidavit is intended to scare property owners. The CC&Rs do not
16 prohibit fences of cement block topped with wrought iron. Wrought iron fences are a condition
17 for views and views are not impeded by two foot high cement blocks. Antennas on roofs are
18 legal pursuant to the FCC. The CC&Rs are clear that any conflict with law is to be construed as
19 if it had never been inserted. She specifically targets Tract 4163 in which her employer is being
20 prosecuted for collusion that caused these property owner's violations. Plus, it is arguable that
21 these 23 homes would not result in a ruling of complete abandonment since the purposes for
22 which twenty foot setbacks were imposed does not affect a clustered incident of ten foot setbacks
23 (Review her map of Tract 4163). No single property owner's ten foot setback results in a taking
24 of an adjacent neighbor's views. Views are the intent of rear yard setbacks especially for lots
25 adjacent to the golf course. Gate access to the golf course has been used for so many years that it
26 is now subject to an adverse possession claim since it was the golf course owners who needed to
27 protect their land from trespass and never did. Plus, in 1998, with the approval of Tract 4163, the
28 County gave rights to trespass for recreational purposes and the golf course owners did not stop

1 it. Tracy Weisz, is employed by Defendant Azarmi at 5890 Highway 95, Fort Mohave, AZ,
2 Mohave County, AZ.

3 **9.** Defendant, ALAN PATCH (“Patch”), resides at, or at the time of signing the
4 Affidavit on October 1, 2019, resided at 1965 Lipan Blvd. in Fort Mohave, AZ, Mohave County,
5 AZ. His Affidavit is unclear as to what is meant by a golf course wall. Fences are private
6 property boundary fences for side yards that cannot exceed 6 feet in height and rear yards that
7 have specifics for the rear yard and side yard return. Antennas are not a violation. A 32 inch
8 block wall may not be a violation since it probably does not defeat the purpose of views of the
9 golf course. While not charged with fraud, he has subjected himself to investigation of his fences
10 for violations. If he is attempting to support a claim of abandonment, he has failed. The law reads
11 that “Complete abandonment would require a restriction to be so thoroughly disregarded that a
12 change in the area destroyed the effectiveness of the restriction and defeated the purpose for
13 which is was imposed”. The law is also clear on remedy. The Arizona Legislature supports
14 protection of CC&Rs and property owner’s rights for compensation from loss or diminished
15 property values.

16 **10.** Defendant, GREG GREEN, at the time of signing his Affidavit on October 7,
17 2019, was owner of Desert Glass & Mirror in Bullhead City, AZ, Mohave County, AZ. He
18 claims to have caused a high number of windows to be installed on the golf course without being
19 tempered glass. Plaintiff will seek proof of those claims at trial and possible remedy in the
20 interest public safety.

21 **11.** Defendant, DOUGLAS MCKEE (“McKee”), is a general contractor conducting
22 business as Grand Canyon Development. McKee claims that “all homes he has built had less
23 than twenty foot rear yard setbacks.” Plaintiff has real evidence of Affidavit Fraud acquired by
24 the Plaintiff through a Mohave County Request for Public Information (“RFPI”) where two
25 homes he built in Desert Lakes in 2015 complied with the SD/R zoning and the CC&R setbacks.
26 As advised by Plaintiff’s attorney Coughlin, she contacted Mohave County Attorney Matt Smith
27 who claimed his department did not conduct investigations and to take the matter to the local law
28 enforcement agency. Plaintiff took the Affidavit and evidence of the two homes to the Bullhead

1 City Police Department (“PD”) on February 18, 2022. They viewed the evidence, frustrated the
2 Plaintiff by incorrectly assuming she was complaining about a setback violation on her home and
3 claimed it was a civil matter. Plaintiff raised the issue to a higher authority at the PD who
4 nonetheless determined this was a civil matter and to contact an attorney. Two attorneys had
5 already advised Plaintiff on this matter; nonetheless, Plaintiff believes that due to the issue being
6 Affidavit Fraud regarding a CC&R matter, the civil matter advice by the PD for prosecution of
7 McKee was appropriate. McKee and others are subject to a civil Complaint for Fraud and a
8 fraudulent scheme.

9 **12.** Defendant. ROBERT MORSE (“Morse”), is a licensed civil engineer and licensed
10 land surveyor conducting business in Fort Mohave, AZ, Mohave County AZ. Morse signed his
11 Affidavit on September 24, 2019. A photograph taken by the Plaintiff, displays he and his
12 partner or employee pulled a string for their survey work along Plaintiff’s rear yard fence. Morse
13 does not appear to be the most professional affiant that Azarmi could have found and he uses
14 approximate dimensions in his Affidavit. He fraudulently claims Plaintiff’s land was abandoned
15 from Tract 4076-B. Parcel VV was never abandoned from Tract 4076-B. A portion of Parcel KK
16 was abandoned from the golf course to be appended to Parcel VV for 23 lots maximum as Tract
17 4076-E with at least 6,000 sq ft lot sizes. The County imposed conditions for expansion of Lipan
18 Blvd that the developer could not receive from the Mojave Tribe. That condition was lifted for
19 Azarmi’s Ludwig Engineered Plat for 32 small lots as Tract 4163. The Court’s have ruled that
20 Plaintiff has standing to prosecute violations subject to the Tract B CC&Rs that runs with the
21 land. Morse too brings up white paint, TV antennas, fence height as measured from the golf
22 course side of an eroded drainage easement, and more. This Affiant appears to be a completely
23 incompetent licensed Surveyor who was solicited to sign an Affidavit written by someone else.
24 Prosecution for Fraud is necessary for disclosure.

25 **13.** Defendant, ERIC STEPHAN (“Stephan”) signed his Affidavit on Nov. 12, 2019
26 as a licensed land surveyor conducting business in Fort Mohave, AZ, Mohave County, AZ. His
27 most egregious fraudulent claim is that Tract 4163 has no attributable CC&Rs. Mohave County
28 provided the Plaintiff with a copy of her CC&Rs in 2015. He also appears to be unable to

1 differentiate a rear yard from a side yard claiming one lot in Tract 4163 has a 6 foot rear yard
2 setback (his paragraph 10). He uses GIS maps to attempt to convince the public that the
3 frequency of violations is very high. GIS maps can be deceiving with shadows and colors that
4 appear to be rooftops when the photo is actually displaying a gravel covered yard. A survey or
5 Plot Plan as submitted for new home construction is the proper evidence of setback violations.
6 This Affiant is similarly subject to prosecution for Fraud where he will have to prove his claims
7 with real evidence and not from an armchair perspective of a GIS map on a computer screen.

8
9 **14.** All parties named herein are residents and/or relevant business owners, and/or
10 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
11 occurred in Mohave County, Arizona.

12
13 **15.** The Mohave County Superior Court has the jurisdiction over the Defendants and
14 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
15 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
16 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
17 County of Mohave in the State of Arizona in which this action arises and, consequently, both
18 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
19 SS 12-401, et seq., Arizona Revised Statutes, as amended.
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21
22 **16.** Plaintiff is currently unaware of the true names and capacities of the Defendants
23 sued herein as DOES 1 through 10, inclusive and therefore, sues each Defendant by such
24 fictitious name. Plaintiff is informed and believes and based thereon allege that each such
25 Defendant is in some fashion responsible for, and a proximate cause of the damages suffered by
26 Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to
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1 set forth the true names and capacities of such DOE Defendants when the same have been
2 ascertained.

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

13 **ALLEGATIONS COMMON TO ALL COUNTS**

14 **18.** For each count included in this Complaint, Plaintiff incorporates all other
15 allegations and averments contained in this Complaint as though fully included and restated
16 herein.
17

18 **19.** Plaintiff and Defendants are all real property owners in Desert Lakes Golf Course
19 and Estates (hereinafter referred to as "Desert Lakes") or have conducted business in same.

20 **20.** Desert Lakes established Covenants, Conditions, and Restrictions for Desert
21 Lakes Golf Course and Estates 4076-B (hereinafter referred to as "CC&Rs"), and recorded the
22 CC&Rs with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669 – Book
23 1641, Page 895. ~~T~~ract 4076-A and all tracts subsequently adjoined to Desert Lakes are subject to
24 ~~the original CC&Rs as evidenced by the Arizona Department of Real Estate Reports and Title~~
25 ~~Insurance Policies citing the location of the CC&Rs as Recorded in Book 1641, page 895.~~ The
26 CC&Rs represent binding restrictions on the use and development of all properties within Desert
27
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1 Lakes and all property owners are required to fully comply with all rules, regulations and other
2 requirements established by the CC&Rs governing the use of their property.

3 **21.** The CC&Rs clearly define that buildings and projections shall be constructed not
4 less than twenty feet (20') back from the front and rear property lines as evidenced by Mohave
5 County approved Resolutions for said setbacks and Special Development Residential Zoning
6 approval cited at Article II – Land Use (Book 1641 page 897), Paragraph 6 and B(1) on page
7 900:
8

9 Paragraph 6: “All buildings and projections thereof on lots not adjacent to the golf
10 course shall be constructed not less than twenty feet (20') back from the front and
11 rear property lines... All buildings and projections thereof on all other lots being
12 those lots adjacent to the golf course shall be constructed not less than twenty feet
13 (20') from the front and rear property lines...”

14 B (1). Special Development Residential
15 SD-R Single Family Residential, Mobile Homes Prohibited...

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

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

26 **24.** The first egregious act was to apply for a setback variance from the Mohave
27 County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May 18,
28 2016. The approved variance was less restrictive than the CC&Rs.

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

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

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

23 **28.** — The two documents cited above, Subdivision Disclosure Report and Corporation
24 Annual Report, taken together are evidence that Azarmi was well informed of the CC&Rs and
25 was motivated by profit at the expense of the Desert Lakes Community when he refused to
26 accept denial for reduced setbacks from Mohave County Planning and Zoning for a home he was
27 planning to build at 5732 S. Club House Drive, in Fort Mohave, AZ.

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

8 Paragraph 12: “No sign, advertisement...shall be erected or allowed on any
9 of the unimproved lots...and no signs shall be erected or allowed to remain
10 on any lots, improved or otherwise, provided however, that an owner may
11 place on his improved lot “For Sale” signs, “For Lease” signs or “For Rent”
12 signs so long as they are of reasonable dimensions.

13 **30.** Mohave County Development Services is not a party to the CC&Rs and therefore,
14 according to Christine Ballard of Mohave County Planning (hereinafter “Ballard”), “the County
15 is not bound by the document nor can they enforce them”. However, Mohave County Planning
16 and Zoning does abide in the Special Development Zoning Specifications. ~~cited for the subject~~
17 ~~parcel which is twenty feet in front and back, and five feet on the sides.~~ County Planning and
18 Zoning denied Azarmi’s setback reduction on a lot in Tract 4076-A. ~~request due to the Desert~~
19 ~~Lakes Zoning.~~
20

21 **31.** Azarmi’s behavior to challenge the Mohave County Planner’s denial of reduced
22 setbacks with a BOA variance was deliberate with full knowledge of the violation of the CC&R
23 setback restrictions. Azarmi also enlisted the help of Mr. Roberts, the future owner of the home
24 in Tract 4076-A, to attend the meeting and make claims in support of the variance.
25

26 **32.** Examples of inaccuracies cited at the BOA meeting: 1) The property owner was
27 not Jim Roberts. The building permit clearly identifies the property owner as the Ludwig Family
28 Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact it is 8,034 square feet. This

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

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

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

1 For Tract 4163, it was the County that imposed the design of a small block wall topped
2 with wrought iron and it was Azarmi whose Engineering business profited from the cost
3 estimates imposed on T&M Mohave Properties.
4

5 **34.** A ten foot back yard setback ~~on the subject parcel~~ that is adjacent to a fairway
6 amounts to a taking of views and related property value from an adjacent property owner. This is
7 where self-serving motives of one builder can result in the harm of others and which is why
8 CC&Rs are written to protect the property values of everyone in the subdivision.
9

10 **35.**— ~~Another issue with the adjacent lot that is now impacted by the home built by~~
11 ~~Fairway Constructors, Inc. is that Real Estate law requires full disclosure by the seller. There~~
12 ~~exists no means of assurance that a buyer of the adjacent lot will be informed of the reduced~~
13 ~~value of his purchase due to his lost views from the self-serving motives of the Defendants and~~
14 ~~therefore exists just cause for the requested remedy that the adjacent lot be traded or purchased~~
15 ~~by Fairway Constructors and maintained as a green belt.~~
16

17 **36.**— ~~The Revised plan drawing associated with the construction permit application~~
18 ~~submitted by Azarmi on the day after the BOA meeting, shows the side yard is over twenty feet~~
19 ~~(20') wide and forty feet (40') deep. As such, Mr. Roberts could park his boat in the side yard~~
20 ~~behind fencing as is a customary practice by homeowners with recreational vehicles who abide~~
21 ~~in the CC&Rs. There is no valid reason as to why these Defendants should receive special~~
22 ~~considerations concerning storage of their watercraft as compared to others already living within~~
23 ~~the community who are in compliance with the CC&Rs.~~
24

25 **37.** If Fairway Constructors, Inc. is allowed to continue the practice of violating the
26 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
27
28

1 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
2 owners who decide to do as they please within the subdivision.

3 **38.** At the BOA meeting, Azarmi admits he has built over 700 homes in the area in
4 the past 26 years and then states there are setback violations in the whole project. Azarmi has
5 been well-aware of the CC&Rs and as a major developer in the Desert Lakes Community there is
6 a high level of concern that he did indeed violate the CC&Rs on other homes in Desert Lakes
7 and sold those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
8 violations.
9

10 **39.** The Special Development Residential zone cannot be arbitrarily changed to R-1
11 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to
12 15 feet (15') as he tried to propose to Planners at the BOA hearing. Azarmi's alternative plan for
13 reduced setbacks in the entire Desert Lakes Community was to propose that all of the properties
14 be bundled together for the purpose of an Amendment to a former Board of Supervisors
15 (hereinafter "BOS") Resolution (Res. 93-122). Ms. Ballard raised the issue of the CC&Rs for
16 other projects in Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes
17 Golf Course and Estates. This raised awareness for Mr. Roberts of the existence of the CC&Rs
18 as he was in attendance at the BOA meeting.
19

20 ~~**40.** It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that the
21 less restrictive setback variance did not take precedence over the more restrictive CC&Rs.~~

22 ~~**41.** Further it was the responsibility of Mr. Roberts to do his due diligence to read a
23 copy of the CC&Rs to understand his risk in this matter.~~

1 **42.** As already stated, the professional opinion of Development Services Planner
2 Holtry, was to not approve the setback reduction. ~~Defendants are responsible for remedying this~~
3 ~~matter.~~

4
5 **43.** All of the apparent deception that had occurred to secure a BOA variance took
6 place before the Plaintiff had become aware of what was happening to circumvent the Desert
7 Lakes Golf Course and Estates CC&R protections. Had it not been for the plan to try to reduce
8 setbacks in the entire Desert Lakes Community, Azarmi and Ludwig would most likely have
9 gone about their business of violating the CC&Rs one home at a time. However, the County
10 decided to accommodate Azarmi's alternative idea for reduced setbacks and the information
11 stream that followed revealed an attack specifically on the Desert Lakes CC&Rs. This attack was
12 not subject to CC&Rs in Los Lagos or South Mohave Valley. It was specifically directed at
13 Desert Lakes where Plaintiff's research found the Azarmi and Ludwig families owned over
14 twenty (20) unimproved lots.
15

16
17 **44.** A postmark of June 16, 2016 shows that after the May 18, 2016 BOA meeting
18 where Azarmi had raised the issue of bundling the Desert Lakes properties for a BOS Resolution
19 Amendment, the County began the very expensive process of petitioning every property owner
20 in Desert Lakes asking for a signed Waiver to release the County of any liability for diminished
21 property values as a result of requesting setback reductions for their parcel. Waivers were
22 received for approximately one hundred eighty (180) parcels, developed and undeveloped, for
23 reduced setbacks in the Desert Lakes Community.
24

25 **45.** Those one hundred eighty (180) parcel numbers were published, signage was
26 posted at each lot, and scheduling began for public hearings before the County Planning
27 Commission. The final vote before the BOS was scheduled for October 3, 2016.
28

1 **46.** The Plaintiff noticed that one such lot with the posted signage had already begun
2 construction with a reduced setback even before the BOS vote was taken. There was no address
3 posted yet on the home that was under construction but there was signage displaying “Future
4 Home of Mr. and Mrs. Roberts”. Based on a best guess of the parcel number, Ballard was able to
5 identify the lot as one that got the variance from the BOA for a setback reduction. The BOA
6 minutes were emailed to the Plaintiff on September 20, 2016.
7

8 **47.** Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and Fairway
9 Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates CC&Rs for the
10 lot where the CC&R violation occurred. The “lot description” is cited in both their 2014 Arizona
11 Department of Real Estate Public Report on page 5 and confirmed in their Tax Assessor’s Report
12 as being Lot 2, Block H Desert Lakes Golf Course and Estates, Phase 1, Tract 4076-A.
13

14 **48.** Plaintiff, having witnessed the Defendants continuing to build the home at 5732
15 Club House Dr. with the less than twenty foot (20’) setback for the garage, sent an email to
16 Developer Representative Azarmi on September 27, 2016, sent a copy of the Azarmi email in a
17 Certified Letter to Glen Ludwig on September 30, 2016, and on November 1, 2016 sent an email
18 to Ludwig Engineering Executives; these communications informed everyone of the CC&R
19 violation of the setbacks and requested that they remedy the setbacks before the home was
20 completed to avoid a legal action to enforce the CC&Rs. The Certified Mail was sent to Glen
21 Ludwig at the Corporate office branch located at 109 E. Third Street in San Bernardino,
22 California. A signed Delivery Receipt was sent from the U.S. Post Office to Plaintiff as proof of
23 delivery on October 3, 2016. All communications went unanswered including the request for the
24 address of Jim Roberts so he could have full-disclosure before finalizing purchase of the home.
25
26
27
28

1 **49.** Despite the Plaintiff's communications with Azarmi, Fairway Constructors
2 Executives, and a letter addressed to Glen Ludwig, construction of the home was completed
3 without remedy and built with the less restrictive setbacks. Eventually ownership title was
4 transferred to Mr. and Mrs. Roberts.
5

6 **50.** Plaintiff, in an effort to protect her own property value, and all property owner's
7 values in the Desert Lakes Golf Course and Estates subdivision from a change in setback
8 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
9 Amendment. Upon a clear understanding of the impact the BOS Resolution would have on
10 property values and views for adjacent lots, plus the lack of full-disclosure of the legal risk for
11 property owners who unknowingly took advantage of the setback reduction, the Plaintiff
12 composed a letter to the BOS and read it to the BOS in Kingman on October 3, 2016.
13

14 **51.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
15 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
16 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
17 that politics was playing a role for Azarmi's benefit and a Senator in the audience approached the
18 Plaintiff after the meeting thanking her for her research and exposure of the issues with the
19 proposed BOS Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY
20 the BOS Resolution.
21
22

23 ~~**52.** Although denied, the County refused to send letters to the affected lot owners.
24 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
25 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
26 potential witness in this case that Azarmi's wife claims they won the setback reduction.~~
27
28

1 **53.** The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney Keith
2 Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was time to raise
3 legal defense funds due to the Contract Law statute of limitations of six years, and that his
4 retainer fee to take the case would be \$10,000. The Plaintiff subsequently found a relatively
5 inexpensive method to do a mass mailing of a letter to residents of the Desert Lakes Community.
6 The letter was printed and mailed by “Every Door Direct Mail” to 617 addresses in Desert Lakes
7 on or about April 1, 2017. There has never been a Homeowner Association for enforcement of
8 the CC&Rs. Residents were pleased to learn they had recourse for what was feared of becoming
9 a blighted community.
10

11 **54.** A highly credible positive response to the mass mailer was received from a Real
12 Estate professional dated April 6, 2017. It read in part: “We have lived in Desert Lakes for about
13 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
14 your efforts.” This professional real estate opinion provided the Plaintiff with confidence that
15 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
16 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
17 Community for years to come.
18

19 **55.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
20 homes that were built by Defendants in order to identify the extent to which the Defendants have
21 violated or caused to violate the CC&Rs.
22

23 **56.** The CC&Rs were established in 1989 for Phase I and Phase II (Tract 4076-A and
24 Tract 4076-B respectively) and was applied to all subsequent tracts that were added in later
25 years. Title companies cite the CC&Rs, the Arizona Department of Real Estate Public Reports
26 cites the book and page number of informs subsequent subdividers/developers of the existence of
27
28

1 the CC&Rs, and Mohave County Development Services sends copies of the CC&Rs to property
2 owners on request. The CC&Rs run with the land and have never been revoked or amended. The
3 CC&R contract for Tract 4076-B cites in Paragraph 18 Book 1641 Page 899:

4
5 18. These covenants, restrictions, reservations and conditions run with the
6 land and shall be binding upon all parties and all persons claiming under
7 them for a period of twenty-five (25) years from the date hereof.
8 Thereafter, they shall be deemed to have been renewed for successive
9 terms of ten (10) years, unless revoked or amended by an instrument
10 in writing, executed and acknowledged by the then owners of not less
11 than seventy-five percent (75%) of the lots on all of the property then
12 subject to these conditions....

13
14 **57.** The Desert Lakes Golf Course and Estates Declarant did not authorize the
15 creation of a Homeowner Association. Enforcement of the CC&Rs and the implied duty to
16 prevent violations as the Plaintiff has done was left to the discretion of the individual property
17 owners. (CC&Rs paragraph 20)

18
19 “If there shall be a violation or threatened or attempted violation of any of the
20 foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its
21 successors or assigns, the corporation whose members are the lot owners or any
22 person or persons owning real property located within the subdivision to
23 prosecute proceedings at law or in equity against all persons violating or
24 attempting to or threatening to violate any such covenants, restrictions or
25 conditions and prevent such violating party from so doing or to recover damages
26 or other dues for such violations. In addition to any other relief obtained from a
27 court of competent jurisdiction, the prevailing party may recover a reasonable
28 attorney fee as set by the court.

29
30 **58.** For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi
31 and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person
32 has no recourse except to remedy the violation in a Court of Law. Failure on the part of persons
33 who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of

1 another party to seek CC&R enforcement in a Court of Law. Paragraph 20 of the CC&Rs, also
2 known as the non-waiver clause, sets forth:

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

7
8 **COUNT ONE**
VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

9 ~~59. — Violations of the CC&Rs occurs when a party, such as Defendants, decide to~~
10 ~~circumvent or ignore the provisions cited in the CC&Rs. Count One was dismissed in June 2018~~
11 ~~due to the one home subject to prosecution of setback violations on land owned by Ludwig in~~
12 ~~Tract 4076-A and as built by Fairway Constructors. Roberts became a Defendant as purchaser of~~
13 ~~the home. Plaintiff was found to have standing to only prosecute violations subject to Tract~~
14 ~~4076-B CC&Rs.~~

15
16 ~~60. — Defendants intentionally violated the CC&Rs as they were fully aware of the~~
17 ~~existence of the CC&Rs and circumvented the setback restrictions through a BOA variance.~~

18
19 ~~61. — Over one hundred property owners signed up with the County for setback~~
20 ~~reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the BOA~~
21 ~~meeting. The County refused to send letters to the parcel owners who signed up for the setback~~
22 ~~reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks~~
23 ~~were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and~~
24 ~~remedies that will rectify, visually or financially, any false impressions that have been spread by~~
25 ~~word of mouth in the community.~~
26
27
28

1 **62.** — It is the responsibility of the builder to comply with the CC&Rs and, in the
2 absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any
3 property owner.

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

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

17 **65.** — Plaintiff also requests a financial remedy from Fairway Constructors to all
18 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's violating
19 CC&R setbacks. Profits for larger building footprints were an ill-gotten gain at the expense of
20 rear yard views of fairways and front yard views of oncoming traffic for the innocent and
21 uninformed property owners in the Desert Lakes Community. Plaintiff requests Fairway
22 Constructors mail a letter to all property owners in the Desert Lakes Community to inform them
23 of the Court Order that may have affected their property and to also take an ad in the Mohave
24
25
26
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1 71. Plaintiff is entitled to preliminary and permanent injunctions enjoining
2 Defendants from all current and future business advertising signage violations on unimproved
3 lots.
4

5 72. Plaintiff is entitled to preliminary and permanent injunctions enjoining
6 Defendants from any existing or future violations of the CC&Rs including but not limited to
7 setback reductions through County resolutions or variances and setback violations on new home
8 construction applications and associated plot plans. ~~and signage on unimproved lots.~~
9

10 73. Plaintiff is entitled to reasonable monetary compensation that does not exceed the
11 jurisdictional limit of the Court including but not limited to filing fees, ~~compensation for hours of~~
12 ~~research, emails, letters~~ and postage, and physical and emotional distress from the battle to
13 protect her Desert Lakes Community from CC&R violations. The amount found due by a jury
14 herein or found due by judgment of the Court.
15

16 **COUNT THREE**
17 **AFFIDAVIT FRAUD**

18 74. Plaintiff incorporates herein by reference all allegations of this Complaint as
19 though fully set forth herein.

20 75. Plaintiff is entitled to inform Indispensable Parties and the Public of her claim of
21 Affidavit Fraud regarding the CC&Rs allegedly intended to support a claim of abandonment of
22 the CC&Rs.

23 76. Plaintiff will seek real evidence in support of all claims made by Affiants.

24 77. Plaintiff has discovered real evidence that one such Affiant who claimed all
25 homes he built had setback violations was a fraudulent claim and as described in Paragraphs 4
26 through 13 above in particular detail all claims of Parties subject to Affidavit Fraud and
27 Discovery.
28

1 **DEMANDS FOR RELIEF**

2 **WHEREFORE**, on the basis of the foregoing allegations, Plaintiff demands: Judgment
3 against the Defendants as follows:

4 **A.** Finding that the Defendants conduct threatened and attempted to violate the
5 Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates
6 through Res. 2016-125 for fifteen (15) foot setbacks in the entire Subdivision Tract 4076.

7 ~~**B.** For an injunction immediately and permanently removing all construction from
8 the real property located at 5732 Club House Drive that violated the CC&R setbacks or a trade or
9 purchase of the adjacent lot to be maintained as a green belt.~~

10 **C.** That the Court declare that the recorded CC&Rs are valid and enforceable until
11 such time that the Defendants can prove in a Court of law that the CC&Rs have been abandoned
12 as they allege.

13 **D.** For an injunction immediately and permanently removing all business advertising
14 signage on unimproved lots that is in violation of Desert Lakes Golf Course and Estates CC&Rs
15 and enjoin Defendants from initiating, maintaining or expanding their current activities on their
16 properties or other properties they may acquire, as they violate the CC&Rs pertaining to their
17 real property.

18 **E.** That the Court order the Defendants to remove any and all conditions, structures,
19 projections or activities that violates any restriction or covenant as provided in the recorded
20 CC&Rs on Plaintiff's lot and restore said remedies elsewhere on her lot where but for the
21 approval of Res. 98-348, Res. 98-349 and Tract 4163 Unit E., as promoted and designed by
22 Azarmi and Ludwig's engineering firm, Plaintiff would not have a home with setback violations.

23 **F.** Plaintiff's recovery of actual and consequential damages in an amount to be
24 determined by the Court or at trial, including, but not limited to, compensation and
25 reimbursement.

26 **G.** ~~Compensation to all property owners for diminished value, to be determined by
27 the Court or at time of trial, due to the taking of front and/or rear views as a result of the
28 Defendants' construction that violated the CC&Rs of Desert Lakes.~~

