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Christina Sparlock Sup. Ct. Clerk

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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 Plaintiff,

11 vs.

12 GLEN LUDWIG, et. al.,
13 Defendants.

Case No.: **CV 2018 04003**

**MOTION TO
DISMISS THE ABANDONMENT
CLAIM FOR UNCLEAN HANDS**

Hon. Judge Jantzen

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18 Plaintiff Pro Per Nancy Knight (hereinafter "Plaintiff") for good cause shown,
19 moves for dismissal of the Defendant's claim of abandonment of Desert Lakes Golf
20 Course & Estates ("DLGC&E") Tract 4076-B Covenants, Conditions and Restrictions
21 ("CC&Rs") where the Unclean Hands grounds for dismissal is based on Affidavit fraud
22 and a fraudulent scheme. The unclean hands doctrine is an equitable defense that bars
23 relief to a party who has engaged in inequitable behavior including fraud, deceit,
24 unconscionability or bad faith. All of these inequitable behaviors apply to the defendants.
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1 Nine elements of fraud exist in Plaintiff's showing of good cause for dismissal of
2 their abandonment claim. There was a representation (1) that was false (2) and the falsity
3 was material (3) to the claim of abandonment. Fraud can be oral or written. In this case it
4 was written and written with knowledge of falsities or ignorance of truths (4). There
5 existed intent that it should be acted on in the manner reasonably contemplated -
6 abandonment of CC&Rs (5). The reader's ignorance of its falsities (6). The reader's
7 reliance on its truth. (7). The reader's right to rely on signed Affidavits (8). The reader's
8 consequent and proximate injury (9).

11 Those injuries include a consult fee with an attorney who advised the Plaintiff to
12 find an attorney from out of the area. Plaintiff took that advice to heart considering her
13 experience with attorney Oehler's defense of Mr. Chase in CV 2016 04026. Those costs
14 include finding attorney Coughlin from out of the area. Those costs includes the
15 November 6, 2020 request by Mr. Coughlin to drive around every street in Tract 4076-B
16 with a video camera to show the contrast between homes with and without setback
17 violations. From the video he was able to determine that the subdivision's restrictions
18 were not so thoroughly disregarded that a claim of complete abandonment could be
19 proven in a court of law.

23 Trust but verify is an old proverb. Reasonable reliance is trust. The verify element
24 of the proverb was time consuming but led to proof of falsities in the Affidavits. The
25 action to move forward with this Motion for Dismissal occurred when Plaintiff
26 discovered the Unclean Hands Doctrine after she had submitted a Motion for Leave to
27 Amend the Complaint for Affidavit Fraud.

1 Mr. Azarmi and Mr. Oehler knew or reasonably should have known they were
2 providing the Court with false statements on Affidavits and in turn were defrauding the
3 Plaintiff. The Court was provided the Affidavits in the Defendant's Motion for Summary
4 Judgment ("MSJ") in December 2019 for dismissal of Count Two based on their claim of
5 abandonment. Oral Arguments were held in May 2020 and the Court denied their MSJ in
6 August 2020. The defendant's apparent state of mind was the intent to win this case,
7 cause the CC&Rs to be ruled abandoned, and bankrupt the Plaintiff with attorney fees.
8 But for due diligence on the part of the Plaintiff to dig into finding evidence, they would
9 have gotten away with deceit and fraud. They have intentionally deceived the Plaintiff
10 and the Court who they expected to rely on their Affidavits and dismiss the last cause of
11 action, Injunctive Relief (Count Two), against them.
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16 Defendant Azarmi is charged with fraud and for orchestrating the fraudulent
17 scheme by soliciting business associates and an employee into signing Affidavits that are
18 rife with fraud. Mr. Oehler is involved in the fraudulent scheme for composing the
19 language in the affidavits. Proof of this is the professionally written language on all nine
20 Affidavits and the mistake in using a real estate broker's license number for Azarmi's
21 employee's Affidavit. Mr. Oehler had to file a Scrivener's Error when the Plaintiff
22 searched the license number and informed the broker of her license number being used on
23 the Affidavit. See Exhibit 1 - Nine Affidavits compiled as presented below in pertinent
24 part.
25
26

27 Defendant Azarmi's fraudulent claim is found at paragraph 10 of his Affidavit. He
28 states, "covenants have not been enforced from the outset...".

1 Plaintiff enforced Paragraph 20 in 2016 for Azarmi's attempted and threatened
2 setback violation throughout DLGC&E for a fifteen foot setback, front and rear. Plaintiff
3 was able to get a 3-2 vote by the Board of Supervisors ("BOS") to deny it due to lack of
4 full disclosure (fraud) that anyone who took advantage of the fifteen foot setback could
5 be sued. That enforcement was Plaintiff's duty, pursuant to paragraph 20 of the CC&Rs,
6 to prevent an attempted violation. Azarmi knew she enforced the CC&Rs because it was
7 his proposal that she stopped. Azarmi served on the Planning Commission and other
8 committees at the County for fifteen years. A pickup truck and many automobiles do not
9 even fit in a fifteen foot driveway. Pursuant to disclosure in that denial document, and as
10 a participant for Ordinance changes, Mr. Azarmi got fifteen foot setbacks approved -
11 countywide - in 2015 with Res. 2015-07. Plaintiff's 1997 Lincoln Town Car is over 18
12 feet long. Plaintiff's 2005 Ford F-150 Pickup Truck is over 17 feet long. Countywide
13 short driveways serve a profit motive at the resident's expense.

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18 Azarmi used his influence as a Planning Commissioner in 2016 for Res. 2016-04
19 that created Ordinance 37.C.4. for ten foot rear yard setbacks – countywide. DLGC&E is
20 protected from the Ordinance that would require an amendment to Res. 93-122. The
21 County is being prosecuted for Ord. 37.C.4 in CV 2022 00177 where they falsely claim
22 Ord. 37. C.4 applies to all lots in Desert Lakes. This is a violation of the Arizona Property
23 Rights Protection Act pursuant to Statute 12-1134. There exists many forms of
24 enforcement of the restrictions in the CC&Rs. Real property is protected from loss,
25 diminished value, and diminished ability to sell or divide under Arizona Statutes.
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1 Mr. Azarmi is well aware that CEO Frank Passantino prevented a parcel in Tract
2 4076-B from multifamily zoning in 1991. That was enforcement of paragraph 16 of the
3 Tract 4076-B CC&Rs that prohibits multifamily housing.
4

5 Mr. Azarmi and Mr. Oehler are aware that Plaintiff enforced paragraph 8 of the
6 Tract 4076-B CC&Rs in her 2016 law suit for fence violations. Mr. Oehler was one of the
7 defense counsels in that law suit.
8

9 Thomas Coury of T&M Mohave Properties conformed Tract 4163 to not have an
10 HOA with rescinding that proposed condition from the 1998 approval.
11

12 Mr. Oehler is guilty of violating his oath in allowing Azarmi's false claim that
13 "covenants have not been enforced from the outset" to be included in Azarmi's Affidavit.
14

15 Douglas McKee wrote, at paragraph 3 of his Affidavit, "all homes built by your
16 affiant have included covered patios/projections into the rear yard setback of 20 feet
17 generally to a distance of 10 feet". This Affidavit was signed on November 12, 2019.
18 Neither of the two homes he built in DLGC&E Tract 4076-B in 2015 have a covered
19 patio/projection into the rear yard setback of twenty feet. In fact, these two homes have
20 rear yard setbacks that exceed twenty-four feet. Mr. Oehler is Doug McKee's Registered
21 Agent for his business name of Grand Canyon Development. See Exhibit A – New
22 Home Applications with two relatively identical plot plans as built by McKee in
23 DLGC&E in 2015.
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26 At paragraph 5, McKee admits to building two homes with livable space that is
27 less than 1400 sq. ft. This is a violation of Paragraph 4 of the Tract 4076-B CC&Rs. See
28 Exhibit A where these two identical homes have only 1313 sq. ft. of livable space but

1 have a 352 sq. ft. rear yard patio. There was no need, based on the lot size of 6,187 sq. ft.,
2 and 6,000 sq. ft. together with the size of the patio, to not build completely in compliance
3 with the minimum 1400 sq. ft. of livable space.
4

5 It is interesting to note that Planning and Zoning, in 2015, filled in the Zoning as
6 SD/R and setbacks at 20 5 20. This entry on the Application designates the Special
7 Development Zoning and approval of Res. 93-122 for twenty foot setbacks, front and
8 rear, and 5 feet on the sides.
9

10 Pursuant to paragraph 6 of Mr. McKee's Affidavit, it was Dr. Kirk Larson, as
11 owner of the land, who should have informed Mr. McKee of the Contract. McKee's
12 ignorance of the Architectural Committee and CC&Rs for Tract 4076-B that was
13 recorded in 1989 was known to Mr. Oehler who should have prevented this claim on
14 McKee's Affidavit. What was important for McKee to know from Mr. Oehler, McKee's
15 Registered Agent, is that DLGC&E has CC&Rs and it is not up to the Architectural
16 Committee to come to any property owner. The Committee was not authorized to enforce
17 restrictions. They were authorized to make decisions at their sole discretion for
18 exceptions and variances if applied for by a property owner (Article I of the Declaration).
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22 At paragraph 7, it matters not that McKee recalls, since 1994, signs from
23 contractors offering to build custom homes because it cannot be proven. Plaintiff does not
24 recall any signs in more than the past ten years of any contractors' signs offering to build
25 custom homes except Azarmi's Fairway Constructor's signs. And those signs posed a
26 risk of harm to persons and property. Plaintiff has photographic proof of the risk of harm
27 from Azarmi's deteriorated signs. McKee has no proof and his word is proven worthless.
28

1 Ann Pettit's entire page 1 and portions of page 2, brags about her business and
2 defends signs that are violations of the CC&Rs; however, like McKee she has no
3 photographic proof of her claims of signs from the past posted on vacant residential lots
4 with the one exception of the Azarmi sign on her Exhibit for 5678 Wishing Well. All
5 legal Real Estate signs, by law, must display the realtor's name and phone number. She is
6 deceiving the Court. Plaintiff has proof of her shared interest in defending the Azarmi
7 signs. She is promoting her Development Services division and logo recognition on
8 Fairway's signs. Pettit and Azarmi's off-premises business advertising signs are not legal
9 pursuant to county ordinances but the County defended them two ways. Ms. Ballard
10 wrote, "we interpret ordinances, not Nancy." And a County attorney claimed the signs
11 were free speech and sent the Plaintiff a case of a church sign in Gilbert, Arizona. The
12 dilapidated sheet metal signs are not allowed by County Ordinances but they refused to
13 stop them from being a hazard to persons and property.

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18 Due to US Southwest advertising on the sign and due to the claim by Azarmi that
19 the sign is protected by Statute 33-441 as a "for sale" sign Plaintiff filed a complaint with
20 the Arizona Department of Real Estate ("ADRE"). The ADRE investigated the sign and
21 determined the signs are the developer's sign and they do not say the lot is "for sale" or
22 "for lease". Using Statute 33-441 to stall this case and keep their advertising on
23 unimproved lots in DLGC&E for more custom home contracts was Fraud upon the
24 Plaintiff. No Statute would allow signage to pose a risk of harm to persons or property.

25
26
27 At paragraph 15, Pettit falsely claims that Desert Lakes SD/R zoned properties
28 allow a 50% projection into the rear yard for patio covers. This is a fraudulent claim.

1 SD/R zoned land would require an amendment to Res. 93-122 for the 50% rule that is
2 formally known as Ord. 37.C.4. No amendment to Res. 93-122 passed approval by the
3 BOS. Azarmi's attempt for such an amendment, as exposed by the Plaintiff to the Board
4 of Supervisors, failed to pass Board approval on October 3, 2016. That denial notice
5 informs everyone about why Ord. 37.C.4 does not apply to DLGC&E.
6

7
8 At paragraph 16 and 17, Pettit provides her opinion about lot values that is
9 irrelevant and claims ignorance for the past 30 years

10 Pettit's paragraph 18 is revealing for Azami's motive to harm Desert Lakes. She
11 states, "That your affiant and the real estate sales community doing business in the
12 geographical area of the Desert Lakes Golf Course & Estates Tracts, including Tract
13 4076-B, have found that these properties, without an active homeowner's association, are
14 more desirable to many people and hence, have become more valuable in the
15 marketplace." A motive of competition, as claimed by the Plaintiff, is supported by the
16 real estate community. Azarmi's two subdivisions, Fairway Estates and Fairway Village,
17 have HOA fees. If Azarmi could have the DLGC&E CC&Rs abandoned, he could claim
18 that his HOA fees protect property values and that DLGC&E has a risk of blight that
19 depreciates property values. The goal of abandonment of the CC&Rs is evil.
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22
23 Sunil Kukreja is conducting business in Fort Mohave under various business
24 names including Desert Greens and Desert Lakes and Golf Course ("DLGC"). DLGC is
25 held in Trust by Pioneer Title TR 9051. His Affidavit was fraudulently modified. The
26 Notarized date was stricken and changed to conform with the stricken and changed date
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1 of his signing the Affidavit. Plaintiff claims the stricken date of the signature of the
2 Notary is forgery.

3
4 According to paragraph 1 of his Affidavit “Our company, under a Chicago Title
5 Insurance Company Trust in 1998, purchased approximately 183 lots in Desert Lakes
6 Golf Course & Estates various individual subdivisions, including a significant number of
7 unimproved lots in the subdivision known as Desert Lakes Golf Course & Estates Tract
8 4076-B. This purchase is evidenced in part via a series of transactions including but not
9 necessarily limited to Exhibit A to the Affidavit.”
10

11
12 Plaintiff’s investigation found that the Special Warranty Deed for these 183 lots
13 was a purchase on January 5, 1998 from Desert Lakes Development L.P. and the
14 company name for “Our Company” who was the Trustor, was 1043 Arizona Properties, a
15 Wisconsin LLC. Kukreja’s Exhibit A displays the purchase was comprised of 27 lots in
16 Tract 4076-A, 24 lots in Tract 4076-B, 58 lots in Tract 4076-C and 74 lots in the separate
17 Los Lagos Tract 4096-A subdivision.
18

19
20 A Special Warranty Deed for Parcel VV and portion of Parcel KK that became
21 Tract 4163 was a purchase on January 5, 1998 from Desert Lakes Development LP to
22 1043 Arizona Properties and recorded on January 6, 1998 at fee no. 98000835.

23
24 The Affidavit of Disclosure, pursuant to ARS 404, that was recorded on July 24,
25 1998 at fee no. 98044163 with Chicago Title Insurance Company as Trustee, disclosed
26 that the beneficial interest for the 183 lots referred to on Kukreja’s Exhibit A plus some
27 lots in Desert Lakes Golf Course & Estates Tract 4132 was owned by 1043 Arizona
28 Properties, LLC.

1 An Affidavit of Disclosure by Chicago Title recorded on January 23, 1998 at fee
2 no. 98003870 revealed in its Exhibit A for Parcel VV and portion of Parcel KK in Tract
3 4076-B, that Desert Lakes Development was the First Beneficiary and 1043 Arizona
4 Properties was the Second Beneficiary.

6 The Parcel VV land became Tract 4163 in August 1998 in a complicit fraudulent
7 approval for a zoning change from Agricultural Zoning, that did not exist for this land, to
8 RO zoning for the purpose of dividing this land up into 32 small lots by Ludwig
9 Engineering Associates with ten foot rear yad setbacks for the espoused development of
10 patio homes like the successful Fairway Estates subdivision. Plaintiff discovered this
11 information upon receiving the August and September 1998 Planning and Zoning
12 Commission hearings that were retrieved from the archives by a County attorney.

15 In December 1998, the Parcel VV/KK land went up for public auction for non-
16 payment of \$120,000 to Desert Lakes Development LP, the first beneficiary on that
17 January 23, 1998 Affidavit of Disclosure. Kukreja is denying ownership of Parcel
18 VV/KK for Plaintiff's grounds of Fraud in CV 2022 00177 that caused Plaintiff's
19 damages of being out of compliance for SD/R zoning, Res. 93-122 and paragraph 20 of
20 her Tract 4076-B CC&Rs. In other words, enforcement is ongoing, contrary to Mr.
21 Azarmi's claims. When Kukreja signed the Affidavit to benefit Azarmi, Plaintiff
22 contends that he never expected it would lead to a Complaint against him for damages.
23 Interestingly, he did not retain Mr. Oehler for his defense in that case. A falling out
24 appears to have occurred between 2019 and 2021 when that matter was originally filed in
25 Mohave County on December 27, 2021. The change of venue caused the case number to

1 change to CV 2022 00177 in 2022.

2 The Arizona Corporate Commission listed 1043 Arizona Properties, LLC
3
4 as company number R08355451 that was incorporated on March 20, 1998. Inactive in
5 March 2001. The registered address was an undeliverable domestic address at 6102 S
6 Lago Grande Dr, Fort Mohave, AZ 86427. Investigation revealed that the fraudulent
7 address was for the Los Lagos Clubhouse per the Mohave County Assessor. Corporate
8 detail source: <http://ecorp.azcc.gov>

9
10 The paper trail of land purchases and the foreclosure of Parcel VV/KK are
11 Exhibits in Plaintiff's Response to Kukreja for Dismissal of Plaintiff's law suit against
12 him. He is represented in that matter by Attorney Elias in CV 2022 00177. Attorney Elias
13 and attorney Oehler are the two parties who Motioned to declare Plaintiff a vexatious
14 litigant in CV 2016 04026 after Plaintiff refused to sign a written agreement that had
15 additional costs demanded of the Plaintiff that did not comply with the binding mediated
16 settlement. Plaintiff filed a Rule 60 motion to reverse judgment of attorney fees ordered
17 by Judge Carlisle for their Motion to Compel Plaintiff to sign that written agreement.
18 Why Judge Carlisle ordered Plaintiff to pay attorney fees when he agreed the written
19 agreement did not comply with the binding mediated settlement, we will never know.
20
21 Why your honor declared Plaintiff a vexatious litigant and ordered her to pay more
22 attorney fees, she will never know. Ms. Elias has now filed another motion to have
23 Plaintiff declared a vexatious litigant in the Yavapai County law suit. Plaintiff is not
24 vexatious. She is defending her home and the benefits afforded her in the DLGD&E
25
26 CC&Rs.
27
28

1 The change of venue was approved with the case selected to be sent to Yavapai
2 County by Hon. Judge McCoy in the Havasu City Courthouse. Plaintiff qualified for a
3 change of venue because Mohave County is a Defendant. Plaintiff filed for a change of
4 venue when she learned there were no judges available in Mohave County who could
5 take this case. It would have been inappropriate for Judges Gurtler, Gregory, or Moss to
6 take the case. As Plaintiff stated during the Status Conference in October, "I had to file
7 for a change of venue".
8

9
10 Kukreja's fraud on his Affidavit at paragraph 2 states, "beyond obtaining an
11 appropriate "building permit" from Mohave County, no other reviewing entities existed."
12 As a land investor across the US he is aware of CC&Rs. In Desert Lakes, the reviewing
13 entity that existed when the Architectural Committee's term of service expired was the
14 property owners. The County is not the authority to issue variances or permits in
15 violation of SD/R zoning or the setbacks pursuant to Res. 93-122 that in turn violate the
16 CC&Rs.
17

18
19 Kukreja's fraud on his Affidavit at paragraph 3 states, "Our Company built
20 approximately 100 homes on the Desert Lakes Golf Course lots. Most if not all homes
21 included covered rear yard patios that were typically built in accord with the applicable
22 Mohave County Ordinance to within ten feet of the rear yard property line. This was a
23 feature that was of great import to the majority of our customers."
24
25

26 This is a fraudulent statement because it would not be of great import to the
27 majority of buyers who could be sued for Breach of Contract. Eight of which are
28 defendants in CV 2022 00177 for their less than twenty foot rear yard setback. Many of

1 these homes were built by Azarmi and people with close ties to Azarmi such as Jamnejad
2 and Siavosh.

3
4 Regarding Kukreja's defense of signage in paragraphs 4 through 6, his claims are
5 unverifiable and intended to protect Azarmi from Injunctive Relief for his violation of
6 paragraph 12 of the CC&Rs. Unverifiable claims from a party who has already been
7 found to be dishonest should carry no weight with this Court. Plaintiff can attest to
8 Kukreja's billboard style advertising to see model homes in Los Lagos for his DLGC&E
9 APNs as held in Trust by Pioneer Title. These off-premises business advertising signs are
10 on land at the corner of Joy Lane and Club House Dr at the entrance to Desert Lakes. The
11 County found no permit for his sign.
12
13

14 Kukreja's paragraph 9 was authored in 2019 claiming small lots would severely
15 reduce values if Developers could not build in the rear yard setbacks to a distance of ten
16 feet. Kukreja caused 32 lots to be approved for less than 5,000 sq. ft. in 1998 under the
17 business name of 1043 Arizona Properties. His claim is deceptive because county
18 regulation Res. 93-122 governed the setbacks at twenty feet, front and rear, since 1993. It
19 is deceptive because Developers have not had difficulty building homes that comply with
20 the livable space, garage size or twenty foot rear yard setbacks. Proof is in the two homes
21 built by Doug McKee. See Exhibit A. Property values have continued to rise in spite of
22 Mr. Kukreja's 2019 fraudulent claim.
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26 Tracy Weisz opens her Affidavit using a local real estate broker's license number
27 in paragraph 1 that Mr. Oehler had to file a Scrivener's Error for, and then goes on to
28 make claims of her professionalism and experience. At paragraph 8 and 9, she begins her

1 deception. Contrary to her claim, it is a fact that the singular review agency for DLGC&E
2 has not been Mohave County for over twenty years since the Architectural Committee's
3 term of service expired around 1991. It is a fact that the alternate successor entity has
4 been the property owners. It is a fact that the CC&Rs run with the land and Tract 4163 is
5 governed by Tract 4076-B CC&Rs as was adjudicated by the Hon. Judge Carlisle on
6 April 2, 2018. Attorney Oehler and Fairway Constructor's employees are aware of this
7
8 2018 case and the Court's decision. This Affidavit was signed in 2019.

9
10 Ms. Weisz claims to be a professional but does not know that you follow the
11 CC&Rs for your home design and then go to the County for a permit. You don't ignore
12 your Contract to abide in the CC&Rs to get the County to become complicit in your
13 higher profit motive. It would not be cost-prohibitive for a large corporation such as
14 Fairway Constructors to go to the property owners for a variance or amendment to the
15 CC&Rs. Plaintiff did such a mailing in June 2022 to every owner of APNs in Tract
16
17 4076-B that cost under \$900.

18
19 The inventory requested of Weisz by Mr. Oehler is a desperate attempt to win this
20 case at all costs. None of the inventory claims amounts to "complete abandonment". All
21 of the minor violations have inexpensive remedies such as painting white wrought iron
22 fences black. TV antennas are not a violation since the FCC made them legal. The most
23 egregious claim is the complicit orchestration of fraud regarding Tract 4163 with ten foot
24 setbacks. Fairway, Azarmi, Kukreja and others are being prosecuted for Plaintiff's less
25 than twenty foot rear yard setback in CV 2022 00177 that was filed by the Plaintiff on
26
27 December 27, 2021.
28

1 Alan Patch has a short block wall that apparently lost its wrought iron panels. By
2 County regulations, all lots were to have fencing built by the developer. Maintenance is
3 the responsibility of Mr. Patch. It is deceptive to claim ignorance of the Contract for
4 CC&Rs. When existing homes are purchased, the book and page number of where the
5 CC&Rs can be located is disclosed on the Exclusions page of Title Insurance Policies.
6
7 Mr. Patch can remedy his fence for the wrought iron rails that are supposed to be atop his
8 short block wall that is adjacent to the golf course and he has remedy for his setback
9 violations against the seller for non-disclosure.
10

11
12 Greg Green is the owner of Desert Glass & Mirror and has motive for cooperating
13 with Azarmi for new home construction jobs. At paragraph 5, he states, "That your
14 affiant cannot recall replacing or installing a single tempered glass window that faces the
15 golf course..." It is a deceptive statement because that means he also cannot recall that he
16 did replace or installed tempered glass either. If found, in deposition or Disclosure, that
17 he has contracts for installing or replacing windows, as a glass DR-55 licensed contractor
18 without safety glass, he is liable for damages to anyone who is physically harmed by his
19 failure to abide in tempered glass installation and should lose his license.
20
21

22 Robert Morse falsely claims Plaintiff's land was abandoned from Tract 4076-B.
23 Measuring fence height from the golf course side of an eroded drainage easement is not a
24 violation of a property owner. The intent of CC&R paragraph 8 is for boundary fences -
25 not golf ball safety barriers that are not restricted for chain link. Plaintiff's remedy for her
26 setback violations, as caused, in part by Azarmi, is in progress in CV 2022 00177. This
27
28 Affiant was solicited to commit fraud.

1 Eric Stephan's most egregious fraudulent claim is that Tract 4163 has no
2 attributable CC&Rs. Morse also appears to be unable to differentiate a rear yard from a
3 side yard claiming one lot in Tract 4163 has a 6 foot rear yard setback (his paragraph 10).
4 A survey, or Plot Plan as submitted for new home construction, is the proper evidence of
5 setback violations - not a photo of a screenshot taken from a GIS map.
6

7 CONCLUSION

8
9 Enforcement has occurred many times since inception of the Declarations of
10 CC&Rs and by many parties including CEO Passantino, Tom Coury of T&M Mohave
11 Properties, and the Plaintiff in several different capacities. The Plaintiff has not
12 acquiesced and has spent a considerable sum of money and time in protecting her CC&Rs
13 and BOS approved Res. 93-122 for twenty foot setbacks.
14

15
16 Nine affidavits submitted to the court was a fraudulent scheme intended to deceive
17 the Plaintiff and the Court into dismissing Count Two of this law suit. Their intent was to
18 win and claim attorney fees that would bankrupt the Plaintiff. They delayed the case with
19 Fraud upon the Plaintiff using Statute 33-441 as protection for their unconscionable
20 advertising signs (Count Two). This case would have ended with Injunctive Relief for
21 those signs but for their claim of abandonment that delayed the case further.
22

23
24 Plaintiff has been damaged in costs and attorney fees. Legal damages for this case
25 as paid to date is \$26,658.91 and does not include billing past May 17, 2022 when the
26 indispensable party element of this case began. Those additional fees are over \$4,000 to
27 date. Costs for copies, print toner and the opportunity cost of lost days of work is
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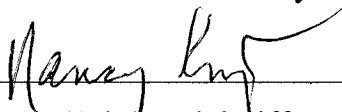
1 substantial. The physical harm from stress to herself and attributed to the wrongful death
2 of Plaintiff's husband are additional losses that the Plaintiff continues to suffer.

3
4 Legal claims are pursued when a defendant's actions have caused the plaintiff to
5 suffer an economic loss. The intent of legal claims is for the plaintiff to be awarded
6 monetary damages in order to make him or her whole.

7
8 Fraud for an abandonment claim cannot be fixed by money. It has to be the
9 dismissal of their claim of abandonment and for an injunction that they will never attempt
10 to do it again. No party, who causes violations, as Glen Ludwig, Fairway Constructors
11 and Mehdi Azarmi have done to a multitude of victims, should then be granted a claim of
12 abandonment. Nine affidavits with fraudulent claims is a fraudulent scheme and is
13 prosecutable for dismissal under the Clean Hands Doctrine.

14
15 Plaintiff pleads for dismissal of their Abandonment claim that was a part of their
16 Motion for Summary Judgment for dismissal of Count Two on December 6, 2019.

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18
19 **RESPECTFULLY SUBMITTED** this 2nd day of November, 2022

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21 
22 _____
Nancy Knight, Plaintiff Pro Per

23 **Exhibit List:**

- 24 1. Nine Affidavits, in pertinent part.
25 A. Affiant McKees New Home Construction Application and Plot Plans.

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27 Copy delivered by Email to Defendants' Attorney on Nov. 2, 2022:
Daniel Oehler: djolaw@frontiernet.net

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EXHIBIT 1

Nine Affidavits – in pertinent part
16 pages

Exhibit 1 p. 1

Affidavit of Mehdi Azarmi (continued)

6. Your affiant knows of no known record of any type, initiated or taken, by the originally named architectural committee in 1989 or at any time thereafter and that multiple owner builders and licensed general contractors have built within Desert Lakes Golf Course and Estates Tract 4076-B throughout the past 30 years in contradiction of virtually every material provision set forth in the 1989 covenants and in complete, continuous, constant and unrestricted disregard of the recorded CC&Rs (**Exhibit B**).

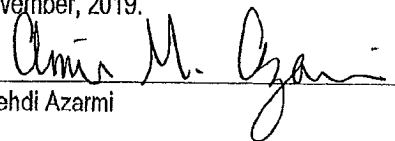
7. Your affiant further became aware that no specific type of fencing in particular on golf course rear yards had been placed into practice and concrete block, wire, steel/wrought iron of various height, shape and color had been used and in some instances owners utilized at least in part chain link fencing. In many instances no rear yard fencing of any type was installed. Finally, the majority of the homes that did have a rear yard fence of some type had erected or built gate access directly to the golf course. In most but not all homes built by your affiant's company, your affiant did not build any fencing in conjunction with the home as most owner clients of affiant chose to address the rear yard fence issue on their own and ultimately did so.

8. That beginning in the mid 1990s, and consistently thereafter, a significant number of realtors, owners, owner-builders, installed "for sale," "will build," and other marketing signage throughout Tract 4076-B and Tract 4076-D. The practice continues today, without objection until the present litigation. This practice has occurred continuously for at least 25 to perhaps 29 years.

9. That as a builder and developer of single family residences, your affiant alleges that should the major provisions of the 1989 CC&Rs (**Exhibit B**) be reactivated after an almost 30 year abandonment and given the fact that the existing build-out exceeds 75%, the impact on these subdivisions and particularly regarding each of the owners of the remaining unimproved lots (approximately 60) will be materially and negatively impacted as they will, for all practical purposes, be unable to build a covered patio in their rear yard despite the fact that the vast majority of existing golf course homes have capitalized on that benefit as have all other subdivisions in the area.

10. Simply stated, the covenants that were recorded in December 1989 have not been enforced from the outset, have been clearly ignored since at least 1991 and the abandonment has continued throughout the ±30 year history of these subdivisions without known complaint from any interested entity or owner until the filing of this litigation almost 30 years subsequent to the subdivision's CC&R recordation.

Further, your affiant sayeth not, this 15th day of November, 2019.


Mehdi Azarmi

Notarization on Following Page

AFFIDAVIT

Comes now, your affiant, DOUGLAS MCKEE dba Grand Canyon Development, and upon his oath, states and alleges as follows:

1. That your affiant is a licensed general residential contractor holding a "B" general license issued by the Arizona Registrar of Contractors since August of 1994. Your affiant also holds an Arizona Registrar of Contractor B-2 general commercial contracting license.

2. Your affiant has, since 1994, built multiple single family homes throughout Desert Lakes Golf Course & Estates Tracts, including Tract 4076-B, for his clients.

3. That all homes your affiant has built have been fully permitted by Mohave County Development Services and all homes built by your Affiant have included covered patios/projections into the rear yard setback of 20 feet generally to a distance of 10 feet.

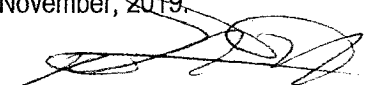
4. That in the professional opinion of your affiant and given the fact that the vast majority of existing homes include constructed projections into the rear yard setback (as authorized under Mohave County zoning and permitting authority) should any of the minority number of remaining undeveloped lots be prohibited from the same right to construct into the rear setback the value of these unimproved lots will be substantially devalued in that they typically have a small building envelope to begin with and virtually all home buyers are highly desirous of having a covered back yard patio which is generally not available on the relatively small size of lots available in Tract 4076-B. The vast majority of homeowners have already built within the 20 foot rear yard setback as is permitted under past and existing Mohave County guidelines.

5. Your affiant, for affiant's customer/client has built on his customer/client's lots at least two homes with liveable square footage under 1,400 square feet and is familiar with multiple additional residences in these tracts of additional homes less than 1,400 square feet built by others.

6. Your affiant has never heard of, been contacted by, nor otherwise been approached by anyone claiming to be a member of Desert Lakes Golf Course & Estates architectural committee. Nor has your affiant ever been advised by anyone that there is nor that there ever was any CC&R restrictions applicable to Tract 4076-B or any other Deserts Lakes Golf Course & Estates tracts from 1994 to the present regarding any residential or other construction project therein located.

7. Your affiant consistently recalls since at least 1994 that there have been many signs from both contractors and single lot owners throughout all of the various Desert Lakes Golf Course & Estates subdivisions, including Tract 4076-B, offering to build custom homes or simply "for sale" offerings on the unimproved lots they either owned or for which they represented the owners.

Further, your affiant sayeth not, this 12th day of November, 2019.



Douglas McKee

Notarization on Following Page

AFFIDAVIT

Comes now, your affiant, ANN PETTIT, and upon her oath, states and alleges as follows:

1. That your affiant has been an Arizona licensed realtor continuously since 1984 and a licensed real estate broker continuously since 1988.

2. That your affiant has been actively pursuing her profession in the Bullhead City, Fort Mohave and Mohave Valley marketplace since 1984.

3. That your affiant, as the owner and broker of record at U.S. Southwest, has had over time multiple licensed associate real estate agents and/or associate brokers with U.S. Southwest, and there are currently 50 licenses directly associated with your affiant's three office locations all in accord with the attached **Exhibit A** to this Affidavit. U.S. Southwest is either the largest or certainly one of the largest real estate brokerage firms in Mohave County, Arizona.

4. That commencing in approximately 1990, your affiant has listed, either personally or with agents working in your affiant's offices, many undeveloped residential lots in Desert Lakes Golf Course & Estates, specifically including Tract 4076-B.

5. That from at least the early 1990s, your affiant and your affiant's licensed realtors have advertized their client's unimproved and listed lots in all Desert Lakes Golf Course & Estates tracts, including Tract 4076-B, and consistently utilized the standard real estate sale signs, with and without riders, and posted the subject signs on our customers/clients' lots, all in conformity with other real estate office listings in the Desert Lake Golf Course & Estates area.

6. That your affiant and affiant's office has for not less than 20 years last past utilized signs in many residential projects including most if not all of the various Desert Lakes Golf Course & Estates tracts, specifically including Tract 4076-B. The subject signage where the lot owner is a builder and/or developer who provides their "will build to suit" sign of appropriate size and your affiant's real estate firm provides a rider for additional contact information. Such signs including riders are within the standard regarding signage measurements allowed by applicable Mohave County or Bullhead City Code Ordinances. (See, **Exhibit B**, letter to Plaintiff from ADRE regarding signage issue being a Mohave County sign ordinance issue. See also, Mohave County's interpretation of Mohave County's ordinance **Exhibit C**.)

7. That during the entire time hereinabove referenced (1990-present), your affiant is aware of real estate firms having listed unimproved lots throughout the various Deserts Lakes Golf Course & Estates subdivisions, including Tract 4076-B, have consistently advertized the listed lots availability by installing a standard real estate sign thereon.

8. That your Affiant is unaware of any objections to this process over the past approximate 30 years until July of 2019 when, amongst other things, a person by the name of Nancy Knight complained of this process to the Arizona Department of Real Estate who referred her to the Mohave County Ordinance Enforcement.

Exhibit 1 p. 4

Affidavit of Ann Pettit (continued)

9. That your affiant attaches hereto examples of various unimproved lots in Desert Lakes Golf Course & Estates, including Tract 4076-B, that your affiant has been able to recover from past records dating back to 2003 that included signage located thereon. See **Exhibit D** attached.

10. That your affiant is aware that in 2009, the Arizona State Legislature passed a law prohibiting the enforcement of CC&R provisions that include sign restrictions and authorizing use of a standard size real estate sign not to exceed 18" x 24" along with a rider not to exceed 6" x 24" on all residential lots within the State.

11. That your affiant is and has been a member of the Bullhead City Planning & Zoning Commission and is familiar with general zoning and residential construction issues.

12. That your affiant has handled real estate transactions either as the real estate agent or agent's broker between 1984 and the present that have included a minimum of many unimproved residential lots, including many Desert Lakes Golf Course & Estates lots, specifically including Desert Lakes Golf Course & Estates Tract 4076-B.

13. That many of Desert Lakes Golf Course & Estates Tract 4076-B lots are in the range of 7,000 square feet, typically measuring 70 feet x 100 feet, and many 60 feet x 100 feet.

14. That Mohave County is the permitting jurisdiction through its building and planning departments. The SDR (Special Development Residential) zoning in Tract 4076-B requires a front and rear yard setback minimum of 20 feet and side yard setback of 5 feet leaving a typical residential structure envelope of 60 feet x 60 feet for a 70 feet x 100 feet lot, and a 50 feet x 60 feet pad for a 60 feet x 100 feet lot.

15. Mohave County regulations for SDR zoned properties allow the projection of a covered patio a distance of 50% of the applicable rear yard setback which in the case of Desert Lakes Golf Course & Estates Tract 4076-B would allow a covered patio to extend to within a distance of 10 feet from the rear yard property line.

16. That your affiant is of the opinion that should the owners of the remaining minimum number of undeveloped lots in Desert Lakes Golf Course & Estates Tract 4076-B be prohibited from building out their lots in accord with their typical neighboring existing homeowners, the value of these unimproved lots will be severely reduced and the remaining unimproved lots in Tract 4076-B will become much more difficult to market and the anticipated market value of these lots will be adversely affected.

17. That although your affiant has been actively involved in marketing real estate in the area of Desert Lakes Golf Course & Estates since the point in time of these subdivisions development, your affiant is unaware of any entity, person or association of any type that has been in existence over the past approximate three decades that reviews, approves, regulates, or oversees the construction of homes, improvements, architecture, design, plot plans, fencing, signage, size, setbacks, or any development issues of any type regarding Desert Lakes Golf Course & Estates Tract 4076-B other than the standard requirements attributable to Mohave County's Zoning Ordinance and the applicable Building Code adopted by Mohave County, currently International Residential Code (2012 Ed.).

AFFIDAVIT

Comes now, your affiant, SUNIL KUKREJA, and upon his oath, states and alleges as follows:

1. Our company, under a Chicago Title Insurance Company Trust, in 1998, purchased approximately 183 lots in Desert Lakes Golf Course & Estates various individual subdivisions, including a significant number of unimproved lots in the subdivision known as Desert Lakes Golf Course & Estates Tract 4076-B. This purchase is evidenced in part via a series of transactions including but not necessarily limited to Exhibit A to this Affidavit.

2. At the time of our purchase and thereafter, there was no homeowners association established and to the best of your affiant's knowledge, there had never been an homeowners association overseeing or established for the purpose of enforcing any declarations or restrictions, nor was there any "committee of architecture" either formal or informal regarding the development of Tract 4076-B. Beyond obtaining an appropriate "building permit" from Mohave County, no other reviewing entities existed.

3. Our company built approximately 100 homes on the Desert Lakes Golf Course & Estates lots. Our homes ranged in size from approximately 1,150 square feet to in excess of 2,000 square feet. Most but not all homes included covered rear yard patios that were typically built in accord with the applicable Mohave County Zoning Ordinance to within 10 feet of the rear yard property line. This was a feature that was of great import to the majority of our customers.

4. During the period of our company's direct and active sales in Tract 4076-B, we consistently used high exposure signage throughout subdivision Tract 4076-B advertising our company's homes including on lot advertizing of availability of the subject undeveloped lots for home construction, including the models and our on-site sales facilities.

5. I recall the existence throughout Tract 4076-B of signs by other builders and owners advising the public of the availability of models and lots (which we occasionally sold as future undeveloped home sites to interested buyers).

6. The availability of unimproved lots with "for sale" signs or construction of a future home was used not only by our home building company, but many of the local builders and lot owners through Tract 4076-B. Marketing via signage of this type was the marketing custom used by all.

7. Our homes utilized various fencing materials both adjacent to the golf course as well as off golf course lots, most often utilizing a combination of CMUs (concrete masonry units) or blocks were used with some wrought iron painted to the individual buyer's specifications. Owners who desired to have rear yard gate access to the golf course were always accommodated. Gate access to the golf course was important to most of our clients and very important to many of them.

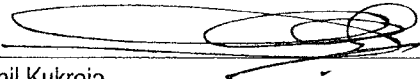
8. During our company's active construction years at this site commencing in 1999, no objection from any pre-existing homeowner nor any other source was ever received regarding home signs, setbacks, fencing, gate access, paint colors, landscaping, roof-mounted antennae, glazing, the use of chain link fencing or the lack of any rear yard fencing, storage on developed or undeveloped lots, signage and our advertizing on both models and unimproved lots.

Exhibit 1 p. 7

Affidavit of Sunil Kukreja (continued)

9. The majority of the lots in Tract 4076-B are small averaging ±7,000 square feet. Should lot owners or prospective lot and home purchasers be restricted from building covered decks or patios in accordance with Mohave County regulations in the rear yard setback to a distance of 10 feet, the value of our remaining lots will be severely reduced, as will the property values of all other unimproved lot owners, to the damage of the owners.

Further, your affiant sayeth not, this 20 day of ~~September~~ ^{November}, 2019.

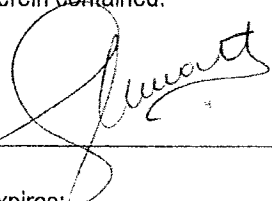

Sunil Kukreja

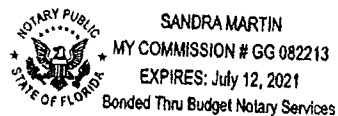
STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI DADE)

~~December~~
November

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 20 day of ~~September~~, 2019, by Sunil Kukreja, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.
NY License 482 160 892.

In witness whereof I hereunto set my hand and official seal.


Notary Public,
My Commission Expires:



AFFIDAVIT

Comes now, your affiant, TRACY L. WEISZ, and upon her oath, states and alleges as follows:

1. Your affiant is a real estate agent licensed by the State of Arizona Department of Real Estate holding agent License No. LC67178800, and has been so licensed since September 1, 2000. Prior thereto, from 1990 through 1994, your affiant held a real estate license in the State of California where your affiant also was employed as a property manager.

2. As part of your affiant's real estate training, your affiant has completed multiple continuing education classes over the years and within the past 12 months has completed 8 classes including but not limited to Buyer's Agency, Ethics and Professionalism, Fair Housing, Disclosure Issues and others.

3. That your affiant commenced work at Fairway Constructors in 1996 as its Assistant Office Manager, and in 1997 was advanced to Office Manager, a position which your affiant has held continuously since that date and in which your affiant is currently employed.

4. Your affiant has worked in the Desert Lakes Golf Course & Estates area for in excess of 23 years and is very familiar with each of the various subdivisions that have been developed in the Desert Lakes general area, specifically including the subdivisions known as Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, and Desert Lakes Golf Course & Estates Tract 4163.

5. As a result of your affiant's extensive real estate experience and as office manager of a major residential construction firm, your affiant has had an opportunity to review and work on hundreds of single family plot plans and residential plans from the design stage through completion of construction and is familiar with front, side, and rear yard setbacks, fencing and fence requirements, square footage requirements, landscape, roof designs, including such things as antenna limitations or prohibitions and similar construction elements.

6. That as a material part of your affiant's duties as office manager for Fairway Constructors, Inc., it has been since 1997 and is currently affiant's obligation to contact any active and known homeowners association, entity, architectural committee, person or representative of any community or subdivision that has such a control or approval entity and submit any and all required documentation required prior to commencement of construction of any home.

7. That there never has been any homeowners association, architectural committee, individual representative or entity of any type serving in any formal or informal capacity on behalf of the original Declarant nor any successor to the original Declarant known to exist to your affiant over the past approximate 23 years of affiant's service in regard to Desert Lakes Golf Course & Estates subdivision Tract 4076-B, Tract 4076-D or Tract 4163.

8. The singular review agency that exists for Desert Lakes Golf Course & Estates for each of the three subdivisions is the building permit issuing authority of Mohave County, Arizona, the county in which these subdivisions are located. This fact has been in place during at least the entire tenure of your affiant since the year 1996 when your affiant's duties included architectural committee review processing.

Affidavit of Tracy L. Weisz (continued)

9. To be simply and succinctly stated by your affiant, for the approximately 23 year period of affiant's direct work in the home building industry dealing with Desert Lakes Golf Course & Estates Tract 4076-B (note your affiant has not processed nor been involved in any home construction in subdivision Tract 4163 or subdivision Tract 4076-D), there has never been an architectural committee, nor any alternate successor entity, person, nor subdivision representative serving in the stead of the original architectural committee or its successor approving, reviewing, amending, regulating, granting variances waivers and exceptions as discussed in Article I of the CC&Rs for Tract 4076-B and Tract 4076-D (note subdivision Tract 4163 has no CC&Rs exclusive to that subdivision), nor in any manner enforcing, implementing, modifying, restricting, approving, regulating any codes, covenants or restrictions of any type within any of these subdivision Tracts.

10. That your affiant was requested by the Law Offices of Daniel J. Oehler to inventory and photograph the actual constructed homes in the three subdivisions known as Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, and Desert Lakes Golf Course & Estates Tract 4163 for the purpose of determining the number, if any, there were of contradictions between the CC&Rs recorded on December 18, 1989, in Book 1641, pgs. 895-901, Fee No. 89-67670, for Tract 4076-B and the two smaller derivative subdivisions developed from parcels within subdivision Tract 4076-B now known as Tract 4163 and what has actually been constructed over the following 29 years within the CC&Rs recorded on October 19, 1990, in Book 1808, pgs. 509-514, Fee No. 90-73717, for Tract 4076-D, regarding rear yard/golf course fencing issues and golf course access set forth in paragraph 8 of the CC&Rs for Tracts 4076-B and 4163, and paragraph 7 for Tract 4076-D, as well as roof violations in paragraph 5 of the CC&Rs for all three subdivisions. Your affiant thereafter commenced rear yard inspections that could be accomplished via public access from Desert Lakes Golf Course of all golf course lots rear yard fences during the week of August 26, 2019. Your affiant sets forth hereinafter the following results:

a) Of the 97 golf course homes constructed in the three subdivision in issue, 93 of these homes violate one or more of the rear yard fencing requirements, prohibitions set forth in Article II, paragraph 8 of the Tract 4076-B 1989 recorded CC&Rs. On a breakout basis, see **Exhibit A** which incorporates affiant's physical onsite inventory that includes 75 homes that have either solid block or incorporated a mixture of block and additional fencing materials; 41 homes with some wrought iron, however, not painted black as required; 54 homes that have constructed a prohibited gate access to the golf course; 49 residences that either have simply no rear yard fencing or deficient height fencing or that have utilized prohibited fencing materials such as chain link.

b) There are a total of 25 buildable lots out of 32 original lots in Tract 4163, 24 homes having been built thereon with one vacant lot. One hundred percent (100%) of the golf course lots have mesne fence violations. One hundred percent (100%) of the 25 constructed homes in this subdivision Tract 4163 encroach into the 20 foot rear yard setback established by/in the CC&Rs covering the lands subdivided in Desert Lakes Golf Course & Estates Tract 4076-B from which Tract 4163 is derivative.

11. From the public right of ways serving Tract 4076-B and its two derivative subdivisions, your affiant was able to determine the presence of 111 homes in direct violation of Article 11, paragraph 5 of the CC&Rs regarding the use of prohibited exposed dish antenna.

AFFIDAVIT

Comes now, your affiant, ALAN PATCH, and upon his oath, states and alleges as follows:

1. That your affiant resides at 1965 E. Lipan Boulevard, in subdivision Tract 4076-D of Desert Lakes Golf Course & Estates having acquired his home in June 2015. Your affiant's home was built in approximately 2002.

2. That your affiant's home was a resale of a residence built by a prior owner.

3. That your affiant's home has a covered patio in the rear yard that extends into the rear yard to a distance of approximately 14' 6" of affiant's rear property line.

4. That your affiant has no side yard fence on the left side of your affiant's residence and on the right side there is a CMU block wall that runs to the golf course wall. Your affiant's golf course wall is constructed of CMU block with a stone overlay, is 32" high and includes a gate to the golf course. Your affiant's neighbor's golf course wall is constructed of concrete blocks and is also 32" high with a golf course gate access.

5. That the lot on one side of your affiant is improved with a residence that also has a rear or back yard covered patio that also extends toward his back yard fence to a distance of approximately 10'.

6. Viewing your affiant's home from the golf course in **Exhibit A** to this Affidavit depicts your affiant's home at 1965 E. Lipan Boulevard, your affiant's neighbor at 1961 E. Lipan Boulevard on the right, the vacant lot that borders your affiant on the left 1971 E. Lipan Boulevard, and the white roof residence at 1977 E. Lipan Boulevard is adjacent to the vacant lot's left side. The rear yard setback on 1977 E. Lipan Boulevard is approximately 9'3" from its covered deck to the rear yard property line.

7. Should the owner of the vacant lot be prohibited to build on his lot with a covered patio that substantially matches his neighbors' existing covered patios, the marketability and therefore value will be severely negatively impacted.

8. That your affiant would not have purchased his home had it not included his backyard patio for which there would not have been an adjacent pad size if the former owner had not been able to utilize at least 10' of the rear yard setback.

9. That your affiant's home has a rear yard fence consisting of block with stone, is 32" high, includes a gate access to the golf course and is equipped with a roof mounted TV antenna. This is predominately similar to most of your affiant's neighbors' golf course homes.

10. Your affiant was favorably motivated to purchase his home when he became aware that there is no HOA and the problems, difficulties and expenses that result from HOA involvement. Your affiant was unaware of there being any building restrictions that have ever been enforced or attempted enforcement

Exhibit 1 p. 11

AFFIDAVIT

Comes now, your affiant, GREG GREEN, President of Desert Glass & Mirror, Inc., and upon his oath, states and alleges as follows:

1. That your affiant moved to the Bullhead City area in 1989 and opened his sole proprietorship known as Desert Glass & Mirror.


2. That your affiant is now and has been a licensed contractor, licensed by the Arizona Registrar of Contractors continuously since 1989 originally holding a commercial glazing license C-65 as well as a residential glazing license R-65.

3. That your affiant currently holds a combined commercial and residential license CR-65 which permits him to replace and install both commercial and residential windows.

4. That your affiant has installed both original and replacement (broken) windows in virtually all of the multiple Desert Lakes Golf Course & Estates subdivisions, including the subdivision known as Desert Lakes Golf Course & Estates Tract 4076-B, regarding golf course houses and estimates 50-100 broken windows have been replaced.

5. That your affiant cannot recall replacing or installing a single tempered glass window that faces the golf course at any Desert Lakes Golf Course & Estates residences over the 30 years that your affiant has provided glazing services throughout these subdivisions (excluding sliding glass doors or windows within 18 inches of any floor surface or within 12 inches of a door that are required to be tempered under applicable Mohave County adopted building codes).

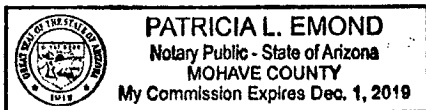
Further, your affiant sayeth not, this 7th day of October, 2019.

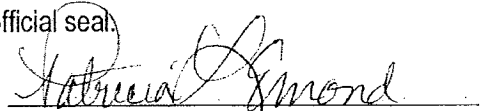

Greg Green

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 7th day of October, 2019, by Greg Green, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.




Notary Public,
My Commission Expires: 12-1-2019

AFFIDAVIT

Comes now, your affiant, ROBERT L. MORSE, and upon his oath, states and alleges as follows:

1. Your affiant is licensed through the Arizona State Board of Technical Registration, Civil Engineer License No. 14395 and Registered Land Surveyor License No. 16581. The subject licensure has been continuously maintained since 1982 and 1984, respectively, through the present.

2. Your affiant completed visual and survey review of the properties located at 1795 East Lipan Circle (Lot 10) and 1803 E. Lipan Circle (Lots 8 and 9), Desert Lakes Golf Course & Estates Tract 4163, on the 30th day of December, 2015, and again more recently visited the adjacent property located at 1795 E. Lipan Circle on September 19, 2019.

3. Your affiant has reviewed **Exhibit A**, attached, survey of Lots 8 and 9 of Desert Lakes Golf Course & Estates Tract 4163 completed by Registered Land Surveyor Lance C. Dickson on or about October 9, 2015.

4. Referenced on **Exhibit A** is the ownership of the subject property "William" and "Nancy" Knight.

5. Lance C. Dickson is a Registered Land Surveyor holding Arizona State Board of Technical Registration License No. 46643.

6. Your affiant has reviewed the attached **Exhibit A** and has found the points along the left (northwesterly) property line separating the Knight residence from the neighboring property is 4.60 feet and the distance from the southeasterly corner of the Knight residence to the outside of the block wall is 4.25 feet (please refer to enlarged print reflecting these measurements in attached **Exhibit A1**).

7. The covered patio of the Knight residence at its closest point to the golf course (rear yard setback) is approximately 8.5 feet. (See on ground photograph attached as **Exhibit E**.)

8. Your affiant has reviewed the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Desert Lakes Golf Course & Estates 4076-B dated December 6, 1989, and recorded December 18, 1989 at in the Official Records of Mohave County, Arizona, at Fee No. 89-67670, for Tract 4076-B ("CC&Rs"), the underlying original subdivision out of which Tract 4163 was created via an abandonment of Tract 4076-B and the resubdivision of Parcel VV and Parcel WW of Tract 4076-B now known as Tract 4163.

9. Paragraph 6 of Tract 4076-B CC&Rs (**Exhibit B**) prohibit construction and/or construction projections within 20 feet of the rear property line of any homes/lots within Tract 4076-B, and further prohibits any protrusion of a home within 5 feet of the side yard setback.

10. The Knight residence (Lots 8 and 9) is in violation of the Tract 4076-B restrictions above referenced in both the side yard restriction and significantly (8.5 feet) in regard to the rear yard CC&R setback that require a minimum of 20 feet.

11. Your affiant had occasion to photograph the rear yard fence at the Knight residence located on Lots 8 and 9, Tract 4163, Desert Lakes Golf Course & Estates on the 19th day of September, 2019, and attaches hereto a copy of photographs (Exhibits C, D, E and F), each of which reflect the fact that a combination 8x8x16 concrete masonry units (concrete blocks) and wrought iron fence, white in color, with a finished height of 5 feet 4 inches has been constructed across the rear yard (parallel to the golf course) and to an approximate distance of 15 feet along the side yard of the Knight residence. In addition, the subject property has a secondary chain link fence along each side yard 30 feet long and 15 feet high above ground level (Exhibit G).

12. The measured height from exterior grade level to the top of the subject fence, concrete and wrought iron portion of the white fence is 5 feet 4 inches.

13. The CC&Rs, in paragraph 8, state:

"Fences and walls shall not exceed six (6) feet in height and shall not be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') black in color which shall continue along the side lot line for a distance of fifteen feet (15'). Access to the golf course from lots adjacent to the golf course is prohibited." (Emphasis supplied.)

14. Paragraph 5 of the Tract 4076-B CC&Rs (Exhibit B), in pertinent part, states:

"... no exposed radio, radio-telephone, television or microwave receiving or transmitting antennas, masts or dishes; ..."

15. Attached is **Exhibit H** depicting the Knight residence exterior including a dish receiver as the same appeared on September 19, 2019, to your affiant.

16. In sum, the conditions noted by your affiant on or about the 30th day of December, 2015, and subsequently on September 19, 2019, at approximately 11:20 to 11:45 a.m. regarding the Knight residence versus the 1989 CC&Rs applicable to the Tract 4076-B subdivision are as follows:

a. The side yard setback of 5 feet minimum required is in violation, as built actual 4.60 feet and further reduced as the Knight residence structure approaches the rear yard to 4.25 feet;

b. Your affiant has also received a statement by Mrs. Knight wherein she admits in writing that her home is closer than the CC&R required 5 feet from the side yard property line. See **Exhibit I**.


c. The rear yard minimum setback for any building and projection of 20 feet is in violation as the actual projection of the Knight residence into the rear yard is to a distance of approximately 8.5 feet;

Exhibit 1 p. 14

d. Wrought iron fencing is required 15 feet from the rear property line along each side yard and parallel to the golf course, black in color and is limited to a maximum of 5 feet in height. Actual for the Knight residence, the fence is a combination of concrete block, wrought iron and chain link, white in color, with chain link measuring to 15 vertical feet in height. The use of chain link is specifically prohibited.

e. Roof mounted dish antennas are prohibited. Knight residence is equipped with a roof mounted dish antenna.

Further, your affiant sayeth not, this 24th day of September, 2019.


Robert L. Morse, P.E., R.L.S.

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 24th day of September, 2019, by Robert L. Morse, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public,
My Commission Expires: 12-1-2019



Exhibit 1 P.15

AFFIDAVIT

Comes now, your affiant, ERIC STEPHAN, and upon his oath, states and alleges as follows:

1. Your affiant is licensed through the Arizona State Board of Technical Registration, Registered Land Surveyor License No. 29274. Your affiant has continuously held this licensure status since 1995 through the present.

2. During the month of July 2019, your affiant reviewed the attached aerial views of each lot (see Exhibit A attached) in Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, Desert Lakes Golf Course & Estates, Unit E, Tract 4163. Tract 4163 is a resubdivision of a portion of Planning Area VV and a part of KK depicted in Tract 4076-B. Subdivision Tract 4163 has no CC&Rs of any type attributable to that subdivision. Desert Lakes Golf Course & Estates subdivision Tract 4076-D is also a derivative subdivision of subdivision Tract 4076-B. It consists of 11 golf course lots and 1 non golf course frontage lot. This derivative subdivision was recorded on October 17, 1990 and the CC&Rs attributable thereto were recorded on October 19, 1990 in Book 1808, Page 509 in the Official Records of Mohave County at Fee No. 90-73717. See **Exhibit A** attached to this Affidavit. The tract 4076-D CC&Rs are substantially identical to the CC&Rs utilized in subdivision Tract 4076-B.

3. The objective of your affiant's review was to determine the distance between the closest rear projection of each constructed residence to the rear property line (the rear yard setback) in Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, and Desert Lakes Golf Course & Estates, Unit E, Tract 4163. Each of these three are separate individually recorded subdivisions.

4. The original Desert Lakes Golf Course & Estates Tract 4076-B consisted of 225 single family lots and several parcels. Several lots have been "combined" for the use of a single residence; hence, the exact number of actual lots include those upon which a single family residence has been built are fewer than the originally platted lots. In its current configuration, there are fewer than 225 available residential lots as a result of owners combining two lots into a single home site.

5. The number of original single family platted lots in Desert Lakes Golf Course & Estates, Unit E, Tract 4163 as platted was 32. All lots within this subdivision have been fully built out with single family residences with the exception of Lot 5 which is undeveloped. Seven of the 32 original lots in this Tract 4163 have been combined and used for a single residence, thereby reducing the number of residences available for construction from 32 to 25.

6. The number of lots in Tract 4076-D is 12 upon which there are located 10 homes. Two lots in this subdivision are unimproved.

7. The purpose of this study was to determine whether any construction such as a covered patio protruded into the rear yard setback of 20 feet and if so, the extent of the encroachment into the rear yard for each residence and then determine the number of homes in Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, and Desert Lakes Golf Course & Estates, Unit E, Tract 4163 where projections of the homes into the setback have occurred.

8. Exhibit B reflects the result of my study on a lot-by-lot basis of every residence constructed in these three subdivisions as of the date of the GIS map.

Affidavit of Eric Stephan (Continued)

9. Your affiant determined that of the 181 single family residences in the three combined separate subdivision tracts as of the date of this study, 116 homes include construction of the actual home or covered patio over portions of the 20 foot rear setback ranging as close as six feet to the rear property line and averaging 12 feet of the rear property line.

10. Your affiant determined in regard to subdivision Tract 4163 that 100% of the residences constructed therein have projections into the rear yard averaging 10 feet. All lots in this subdivision have been built upon excepting only Lot 5. The rear yard encroachments vary in this subdivision from as close as six feet of the rear property line to as far from the rear line as 13 feet.

11. Your affiant determined in regard to subdivision Tract 4076-D that the subdivision consists of 12 residential lots, 11 of which are golf course frontage lots. Ten lots of this subdivision have been built upon. Of these ten residences, eight have constructed projections (patios) into the 20 foot rear setback called out in both the Tract 4076-B and Tract 4076-D CC&Rs hereinabove referenced with encroachments varying as much as 12 feet to one foot into the rear yard.

12. Your affiant has reviewed the provisions of paragraph 6 of the CC&Rs for Desert Lakes Golf Course & Estates Tract 4076-B dated December 6, 1989, and recorded December 18, 1989 at in the Official Records of Mohave County, Arizona, at Fee No. 89-67670, and Desert Lakes Golf Course & Estates Tract 4076-D, recorded October 17, 1990. These documents restrict/prohibit construction of buildings and projections closer than 20 feet of the rear property line of each lot. There are currently 116 residential units that fail to comply with this provision set forth in the subject Declarations.

Further, your affiant sayeth not, this 12 day of November, 2019.

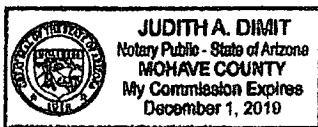
Eric R. Stephan
Eric Stephan, R.L.S., 29274

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 12th day of November, 2019, by Eric Stephan, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Judith A. Dimit
Notary Public,
My Commission Expires: 12-01-2019




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EXHIBIT A

Application and plot plans for two homes built by Doug McKee
4 pages

Exhibit A - 4 pages

Mailing Address: DEPARTMENT NAME P.O. Box 7000, Kingman, AZ 86402-7000

Mohave County Permit Application Worksheet Residential	Date <u>6/22/15</u> Project # _____ Permit <u>BD-2015-880</u>	
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PLOT PLANS MUST BE NO LARGER THAN 8 1/2 " X 11"
NOTE: Shaded areas are for county use only.

1.	Type of Improvement: <u>Single Family Dwelling</u>
2.	Applicant's name: <u>Grand Canyon Dev.</u>
	Mailing address: <u>PO Box 11217</u>
	City: <u>Ft. Mohave</u> State: <u>AZ</u> Zip: <u>86427</u>
2A.	Contact Name: <u>Doug</u> PHONE: <u>928-444-7589</u>
	Fax Number: _____ Email: <u>tache66@gmail.com</u>
3.	Property Owners Name: <u>Kirk/Carolyn Larson and Currivan Robert DMD</u>
	Mailing Address: <u>2042 E. Mountain View Loop.</u>
	City: <u>Ft. Mohave</u> State: <u>AZ</u> Zip: <u>86426</u>
	Fax Number: _____ Email: <u>currwest@hotmail.com</u>
4.	SITE LOCATION ADDRESS: <u>1982</u> <u>E.</u> <u>Desert Dr.</u>
	House No Street Dir Street Name:
5.	Legal Description:
	Assessor Parcel Number: <u>2 2 6 - 1 3 - 1 8 0</u> Parent Parcel: <input type="checkbox"/> Yes
	Subdivision Name: <u>Desert Lakes Golf Course and Estates</u> Corner Lot: <input type="checkbox"/> Yes
	Unit/Tract/Block/Lot: <u>-- 4076-B -- 1 -- 3</u>
	Township/Range/Section: <u>19N -- 22W -- 35</u>
6.	Plot Plan Drawing (see instructions on plot plan form) Cont <u>6188</u> sf Acres <u>0.14</u>

PLANS +
 PLOT SQ. FT.
 DON'T MATCH

SD% = 3,093.96

Lot: 6,187.92

SD/R 2,353 ~~2,353~~

Public Works, Flood Control Division

7. Is there an existing structure? YES NO

7A. Previous PFI#: _____ Previous FUP#: _____

FLOOD \$ _____

Environmental Health Division

8. Is this an existing system? YES NO

8A. Is this a Conventional Septic? YES NO. Alternative System? YES NO

9. Septic Tank Size: _____ Manufacturer: _____

10. Septic Contractor: _____ License #: _____

Or Owner / Builder: YES NO

11. Water Source: _____

Number of bedrooms: _____

Number of fixture units: _____

Planning & Zoning Division

12. Zoning: SD/R SubBeds 20 5 20

13. Mobile Home Information:

Make: _____ Size: _____ of beds: _____ Year: _____

State #: _____ HUD #: _____

Mobile Home Installer Name: VACANT

License #: _____ Address: _____

Phone: _____

14. Water Source: Utilities Inc.

15. Sanitation: Sewer Septic [Septic Permit #: _____]

16. Contractor Information (Names & License #'s)

- General Contractor: Grand Canyon Dev. License #: 103718

- Electrical Contractor: _____ License #: _____

- Plumbing Contractor: _____ License #: _____

- Mechanical Contractor: _____ License #: _____

17. GRADING PERMIT: Material amount (cubic yards)? _____

18. Bond Exemption: _____

ZONING \$ _____

BLDG \$ _____

P/C \$ _____

AUTOMATION FEE \$ _____

OTHER \$ _____

SUB-TOTAL \$ _____

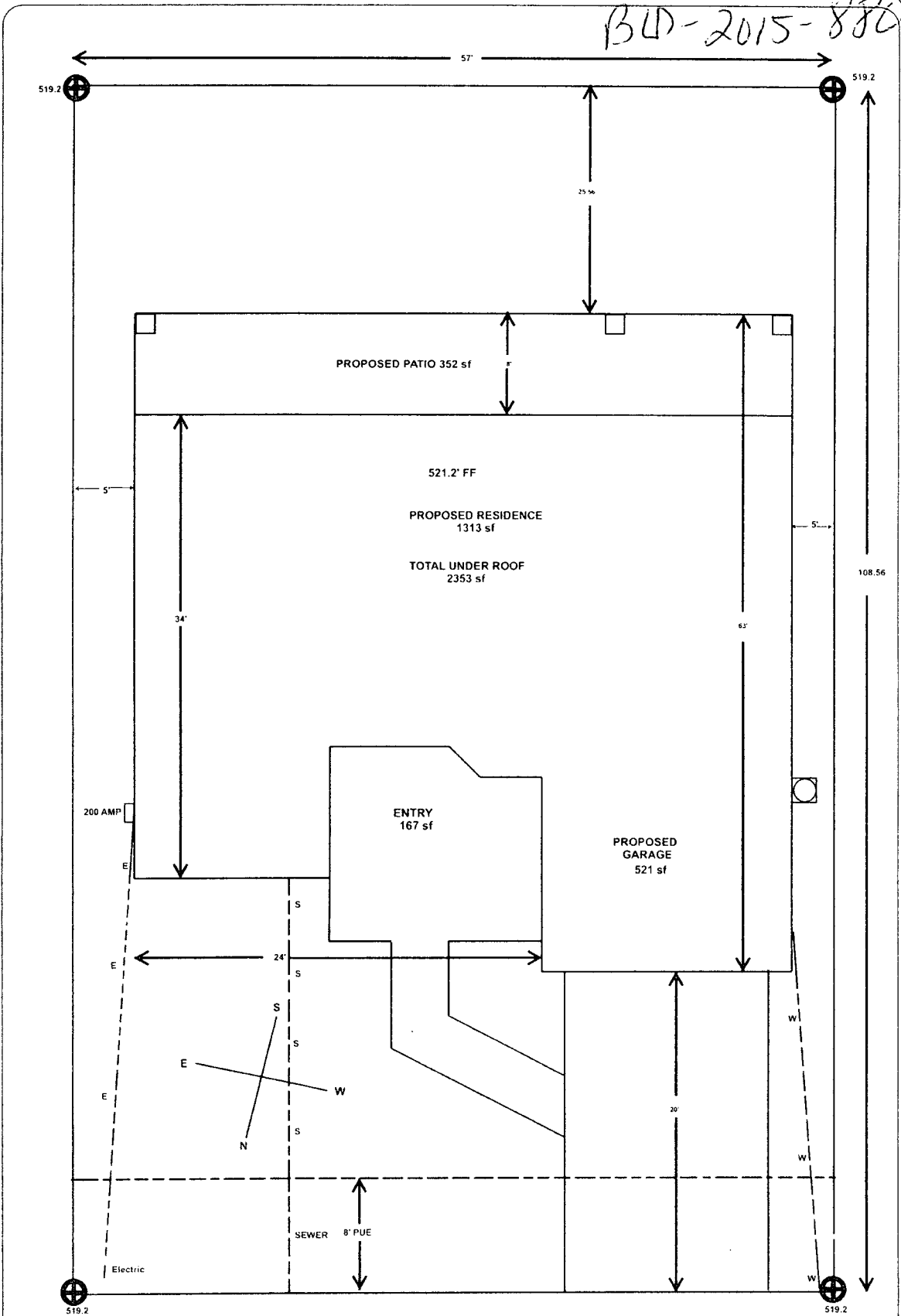
Deposit ~~TOTAL~~ \$ (540.00)

BAL DUE \$ _____

(Handwritten initials)

Note: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

Exhibit A P-2
 BLD-2015-880



E. DESERT DR.

Exhibit A p.3

Mailing Address: DEPARTMENT NAME P.O. Box 7000, Kingman, AZ 86402-7000

Mohave County Permit Application Worksheet Residential	Date <u>6/22/15</u> Project # _____ Permit # <u>RD-2015-881</u>	
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PLOT PLANS MUST BE NO LARGER THAN 8 1/2 " X 11"
NOTE: Shaded areas are for county use only.

1. Type of Improvement: <u>Single Family Dwelling</u> 2. Applicant's name: <u>Grand Canyon Dev.</u> Mailing address: <u>PO Box 11217</u> City: <u>Ft. Mohave</u> State: <u>AZ</u> Zip: <u>86427</u> 2A. Contact Name: <u>Doug</u> PHONE: <u>928-444-7589</u> Fax Number: _____ Email: <u>tache66@gmail.com</u> 3. Property Owners Name: <u>Kirk/Carolyn Larson and Boulder Land Dev. LLC</u> Mailing Address: <u>1001 Providence Ln.</u> City: <u>Boulder City</u> State: <u>NV</u> Zip: <u>89005-4203</u> Fax Number: _____ Email: _____ 4. SITE LOCATION ADDRESS: <u>1934</u> <u>E.</u> <u>Desert Dr.</u> House No Street Dir Street Name: 5. Legal Description: Assessor Parcel Number: <u>2 2 6 - 1 3 - 1 8 8</u> Parent Parcel: <input type="checkbox"/> Yes Subdivision Name: <u>Desert Lakes Golf Course and Estates</u> Corner Lot: <input type="checkbox"/> Yes Unit/Tract/Block/Lot: <u>-- 4076-B -- 1 -- 11</u> Township/Range/Section: <u>19N -- 22W -- 35</u> 6. Plot Plan Drawing (see instructions on plot plan form) <u>Cont6000sfAcres</u>	<p style="font-size: 24px; text-align: center;">50% 3,000</p> <p style="font-size: 24px; text-align: center;">Lot: 6,000</p> <p style="font-size: 24px; text-align: center;">SFR 2,352</p>
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Public Works, Flood Control Division 7. Is there an existing structure? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 7A. Previous PFI#: _____ Previous FUP#: _____	FLOOD \$ _____
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Environmental Health Division 8. Is this an existing system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 8A. Is this a Conventional Septic? <input type="checkbox"/> YES <input type="checkbox"/> NO. Alternative System? <input type="checkbox"/> YES <input type="checkbox"/> NO 9. Septic Tank Size: _____ Manufacturer: _____ 10. Septic Contractor: _____ License #: _____ Or Owner / Builder: <input type="checkbox"/> YES <input type="checkbox"/> NO 11. Water Source: _____	Number of bedrooms: _____ Number of fixture units: _____
---	---

Planning & Zoning Division 12. Zoning: <u>SD/R</u> <u>Setbacks: 20 5 20</u> 13. Mobile Home Information: Make: _____ Size: _____ of beds: _____ Year: _____ State #: _____ HUD #: _____ Mobile Home Installer Name: <u>WACANT</u> License #: _____ Address: _____ Phone: _____ 14. Water Source: <u>Utilities Inc.</u> 15. Sanitation: <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Septic [Septic Permit #: _____] 16. Contractor Information (Names & License #'s) - General Contractor: <u>Grand Canyon Dev.</u> License #: <u>103718</u> - Electrical Contractor: _____ License #: _____ - Plumbing Contractor: _____ License #: _____ - Mechanical Contractor: _____ License #: _____ 17. GRADING PERMIT: Material amount (cubic yards)? _____ 18. Bond Exemption: _____	ZONING \$ _____ BLDG \$ _____ P/C \$ _____ AUTOMATION FEE \$ _____ OTHER \$ _____ SUB-TOTAL \$ _____ DEPOSIT <u>540.00</u> TOTAL \$ _____ BAL DUE \$ _____
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Note: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

Exhibit A part
 BD-2015-881

