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Christina Spurlock SupCt 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**

**REPLY TO DEFENDANTS'
RESPONSE TO AMEND
COMPLAINT FOR
AFFIDAVIT FRAUD**

Hon. Judge Jantzen

16 Plaintiff Pro Per Nancy Knight (hereinafter "Plaintiff") for good cause shown,
17 Replies to the Defendant's Response and pleads for granting Plaintiff's First Amended
18 Complaint for full disclosure to Indispensable Parties ("IPs") of not only alleged
19 Affidavit Fraud but proven Affidavit Fraud and proven Forgery. As stated, the amended
20 Complaint complies with Rule 15 and the cases of *Dewey v. Arnold* and *Owens v.*
21 *Superior Court*. Amending the Complaint to expose the elements of Fraud does not delay
22 proceedings and truth is always necessary for justice to prevail. IPs need information for
23 their decision to become a party to the law suit or not and to decide if they are to become
24 plaintiff's or defendants. Plaintiff does not admit to having any purpose in this matter for
25 "enticing anyone to join the Association". The Association is guided by Arizona Statute
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1 33-1817 for Declaration Amendments and the Architectural Committee. All property
2 owners are members of the Association pursuant to the 1989 Declaration of Covenants,
3 Conditions and Restrictions (“CC&Rs”). The Association is not a party to the law suit.
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5 The Association has no purview for prosecuting violations nor prosecuting the defendants
6 for Fraud. The Resolution is a recorded document and should be read by the Court before
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8 allowing more false assumptions to be made against the Plaintiff by attorney Oehler. The
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10 IPs need to know that Azarmi’s and other affiant’s cry that no Architectural Committee
11
12 existed was no reason to violate their Contract. Plaintiff’s informing the IPs of the
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14 Association’s ability to provide alternatives for remedy does not delay this matter nor
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16 cause any bad faith. As will be revealed below, prosecuting Fraud is now up to the
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18 County Attorney. As the Court knows, time often results in new information.

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FACTS:

19 **FACT:** The original Complaint in January 2018 was for Breach of Contract.
20 Breach of Contract was dismissed against the one home by Roberts whose property is in
21 Tract 4076-A. This 2022 First Amended Complaint exchanges the Heading of “Breach of
22 Contract” to “Affidavit Fraud” for full disclosure that is necessary for the IPs who are yet
23 to be joined in the law suit. Real evidence exists for fraud in the Affidavits and it is clear
24 that Kukreja’s Notary signature date was changed and was not initialed as changed by the
25 Notary therefore it is Forgery by definition in Arizona Law.

26 **FACT:** The Plaintiff’s First Proposed Amended Complaint was submitted by
27 attorney Coughlin as Exhibit A on April 12, 2021 for Breach of Contract, Declaratory
28 Relief, and Injunctive Relief. The Amendment was intended for judicial economy so that

1 the Plaintiff would not have to file a separate law suit. Pursuant to Rule 15, that Amended
2 Complaint should have been granted. When it was denied, a second law suit was filed on
3 December 27, 2021 for Breach of Contract and other contemporary matters. IPs have a
4 right to full disclosure of both law suits and the Fraud that has been ongoing.
5

6 **FACT:** Included on page 7 of attorney Coughlin's Exhibit A was the investigation
7 of Fraud in the approval of Plaintiff's Tract 4163. The investigation resulted in evidence
8 of "who" was involved in the Fraud. Pursuant to law, accrual began on January 21, 2021
9 when the Planning Commission minutes were provided to the Plaintiff and she had
10 evidence of who the responsible parties were. Kukreja's Affidavit led to identifying his
11 company as 1043 Arizona Properties when the zoning Fraud occurred. Discovery of
12 Azarmi, Ludwig Engineering Associates, Fairway Constructors and most importantly,
13 Mohave County employees, were identified in collusion with the Fraud for a change of
14 zoning from Agricultural that did not exist for Plaintiff's land. IPs have a right to full
15 disclosure.
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19 **FACT:** On Page 5, lines 18-25 in the Conclusion section of the Motion to Amend,
20 Plaintiff does not admit the purpose of the Amended Complaint is to expose property
21 owners to their option for remedy. The Proposed Amendment language is based on
22 exposing the details of fraud in the Affidavits. IPs need to understand that the second case
23 resulted in Judge Napper falsely assuming that Breach of Contract defendant violations
24 could be resolved in this 2018 case and that the court appeared to falsely presume the
25 Declaration had been abandoned. Complete abandonment does not exist in Desert Lakes.
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Remedy of violations is necessary pursuant to law. Some property owners may have

1 remedy for their violations through the Desert Lakes Association, while others will have
2 to suffer the costs of remedy. There exists nothing dilatory or in bad faith by providing
3 information to the IPs.
4

5 **FACT:** Included on page 9 of attorney Coughlin's Exhibit A is the issue of Build-
6 to-Suit advertising signs. Fraud is alleged for the defendants' claim that their signs were
7 protected by Statute 33-441 as "for sale" signs. This Court has the photographic evidence
8 of dilapidation that posed a risk of harm to persons and property for a ruling on Injunctive
9 Relief. This Court has the evidence, as a matter of law, that the Arizona Department of
10 Real Estate investigated the signs and determined they are the developer's signs and are
11 not for sale nor for lease signs. IPs have a right to full disclosure.
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14 **FACT:** Included on page 10 of attorney Coughlin's Exhibit A is the attempted
15 violation of CC&Rs in 2016 by Defendant Azarmi to circumvent Res. 93-122 with his
16 proposal for Res. 2016-125 to change the setbacks in the entire Desert Lakes subdivision
17 to fifteen feet - front and rear. Plaintiff "enforced" the provision for attempted violations
18 and won a three to two vote by the Board of Supervisors to deny Azarmi's proposal.
19 Also, in 2016, as a Planning Commissioner, Azami attempted to circumvent the Desert
20 Lakes' rear yard setbacks with a 50% rule that passed by the Board of Supervisors as
21 Ordinance 37.C.4. Residents were deprived of the opportunity to object to Ord. 37.C.4.
22 because the public hearings were not published in a newspaper in general circulation in
23 Fort Mohave. Mohave County is now subject to Fraud for claiming this Ordinance
24 governs Desert Lakes lots when evidence exists that revisions to County Ordinances do
25 not apply to Desert Lakes unless an amendment to Res. 93-122 is approved by the Board.
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1 Plaintiff's enforcement to protect the CC&Rs against Azarmi's attempt at an amendment
2 to Res. 93-122 was denied by the Board on October 3, 2016. IPs have a right to full
3 disclosure on prior enforcements that was fraudulently claimed to not have occurred in
4 thirty years. All IPs were mailed the packet to opt-in to Azarmi's fifteen foot setback
5 proposal. IPs have a right to understand the lack of full disclosure that they could be sued
6 if they had opted-in and built in violation of that proposal.
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9 **FACT:** Several Judges had to recuse themselves from the second case and
10 Plaintiff filed for a change of venue since Mohave County was a defendant in that
11 separate law suit. The Change of Venue was approved and assigned to Yavapai County
12 as P1300 CV 2022 00177.
13

14 **FACT:** Defendants have not made a claim of particularity for any covenant that
15 they allege has caused "complete abandonment" as is required by law pursuant to the
16 Declaration's non-waiver provision. The Court can rule, based on the law of cases, that
17 the Defendants have not provided any evidence to support complete abandonment for any
18 particular covenant. Nor have they followed Arizona Rules of Procedure for claims with
19 particularity. The Court can rule that at this time, the Plaintiff has rights to enforce the
20 Tract 4076-B CC&Rs. Pursuant to the ruling on April 2, 2018 by the Hon. Judge Carlisle,
21 the CC&Rs run with the land and Plaintiff's Tract 4163 runs with the land for
22 Subdivision Tract 4076-B Declaration of CC&Rs.
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26 **FACT:** The case of *Burke v. Voicestream Wireless Corp.*, 87 P.3d 81 (Ariz. Ct.
27 App. 2004) closely parallels this case. In that matter, Voicestream claimed particularity
28 of abandonment of section 4. The Court ruled, "The violations of section 4 described by

1 Voicestream have not destroyed the fundamental character of the neighborhood. We
2 conclude, as a matter of law on the record before us, that the non-waiver provision of the
3 Restrictions remains enforceable and the subdivision property owners have not waived or
4 abandoned enforcement of section 4 even though they or their predecessors have
5 acquiesced in several prior violations of its provisions.” Voicestream suffered \$300,000
6 to remedy their violation in Burkes’ subdivision.
7
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9 **FACT:** Not all builders violated the setbacks; therefore, Complete Abandonment
10 of restriction 6 has not occurred. Affiant McKee committed fraud in 2019 by claiming
11 “all homes built by your affiant have included covered patios/projections into the rear
12 yard setback of 20 feet generally to a distance of 10 feet”. Plaintiff has proven to the
13 Court with plot plans as real evidence that in 2015 McKee built two homes in Desert
14 Lakes Tract 4076-B with setbacks in compliance with the CC&Rs (APN 226-13-188 with
15 a 26 foot setback to the rear patio cover and APN 226-13-180 with a 25.56 foot setback
16 to the rear patio cover). IPs have access to the Affidavits and should also be allowed to
17 have the evidence of Fraud committed on the Affidavits through this Motion to Amend
18 the Complaint.
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22 **FACT:** McKee included in his Affidavit a confession of violating condition 4 for
23 livable space. Both of these two homes have remedy for the livable space shortfall by
24 holding the builder responsible for the less than 100 sq. ft. of livable space needed for
25 compliance. Livable space cannot be visually observed from outside the home; therefore,
26 if these violations still exist they do not result in such a change in the area as to destroy
27 the effectiveness of the restrictions and defeat the purposes for which they were imposed.
28

1 Plaintiff notified both purchasers of these homes for a need to remedy the livable space
2 and both homes have since been sold. Remedy may have already occurred.

3
4 **FACT:** A.R.S. §39-161 states, “A person who acknowledges, certifies, notarizes,
5 procures or offers to be filed, registered or recorded in a public office in this state an
6 instrument he knows to be false or forged, is guilty of a class 6 felony.” As used in
7 this section ‘instrument’ includes a written instrument as defined in section 13-2001.”
8
9 Forged instrument" means a written instrument that has been falsely made, completed or
10 altered. Azarmi is guilty of a class 6 felony. He and his attorney have caused Affidavits to
11 be filed that are false and the Affidavit of Sunil Kukreja altered the date of the notary’s
12 signature. Mr. Oehler is guilty of filing a forged Affidavit with the Court. His office is in
13 the jurisdiction of the Bullhead City Police Department.

14
15 **FACT:** Plaintiff has learned that the police department’s determination that
16 Affidavit Fraud was a civil matter was in error. To that end the following email was sent
17 on November 21, 2022 to the County Attorney for prosecution as a criminal matter.

18
19 “Dear Mohave County Attorney Smith,
20 As you are aware, you advised me to take the fraud claim to
21 the local law enforcement agency for investigation. I have
22 since found that their advice that this is a civil matter was erroneous.

23 The Department of Justice claims Fraud is a criminal matter to be
24 prosecuted by the County Attorney (aka District Attorney).

25 This fraud on an abandonment claim is in Mohave County before
26 Judge Jantzen. It will affect over 700 Assessor Parcel Numbers in
27 Desert Lakes Golf Course and Estates and the case against
28 Mehdi Azarmi who orchestrated a Fraud Scheme is a high profile
case in Mohave County that is posted on the County Website. I
have been issued a gag order; I am not sure if all of my documents

1 are being held in abeyance due to the gag order. I have motioned
2 the Court to lift it and the Judge Ordered the defense attorney, who
3 is a party to the fraud, to Respond.

4 The intent of the nine Affidavits was to attempt to fool the Court
5 with false claims in hopes of getting dismissal of the case. We do
6 not have abandonment of the CC&Rs pursuant to the law of cases
7 and the conditions required to prove abandonment.

8 Attorney Haws has copies of the Affidavits as they were also
9 provided to all defendants in the separate matter before Judge
10 Napper. The details of fraud were included in Plaintiff's motion for
11 prosecution as a civil matter.

12 I understand your decision to prosecute is discretionary. Mehdi
13 Azarmi has done enough damage to the County and to a multitude
14 of victims of homes he deliberately built in violation of setbacks for
15 his profit motive and his motive for competition with Desert Lakes.
16 Realtors have noted that Desert Lakes is a choice community
17 compared to those that charge HOA dues such as his Fairway
18 Estates and Fairway Village subdivisions. Motive, opportunity
19 in collusion with County employees, and a preponderance of
20 evidence that supports fraud was committed beyond a reasonable
21 doubt exists in this matter.

22 Are you willing to help?
23 Nancy”

24 **FACT:** Defendants bear the burden of proof for complete abandonment of each
25 separate covenant claimed and must show complete abandonment that has caused such a
26 change in the area that has defeated the purposes for which the particular covenant was
27 imposed and which has no remedy. Such a claim is futile and this is why the Defendants
28 resorted to Affidavit Fraud when they hoped this court would dismiss Count Two for
Injunctive Relief to stop them from violating the advertising sign covenant and any other
covenant in the Declaration. IPs have a right to judge motive for themselves based on
Facts.

1 **FACT:** It is a fact that the Indispensable Parties have been poisoned with false
2 claims circulating in the Subdivision and were mailed a letter with fraudulent claims by
3 Hanson/Dube who are Breach of Contract Defendants in the Yavapai County law suit.
4 What matters for this amended Complaint is Affidavit Fraud and Rule 15 would not be
5 violated by granting an Amended Complaint for full disclosure of Fraud by Azarmi and
6 his affiants.
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9 **FACT:** None of the Affidavit claims support any claim of complete abandonment
10 to date based on the law of cases and the tests for abandonment. Fence color and wrought
11 iron panels are remedial and therefore, complete abandonment of the fence covenant is
12 futile. Mr. Oehler was the defense attorney in CV 2016 04026 that began as a trespass
13 matter with violations of the CC&Rs. Plaintiff won the right in mediation for fence
14 remedies on her real property and her adjacent neighbor's real property. Enforcement and
15 remedy has occurred in the past. IPs have a right to know.
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18 **FACT:** Dish antennas are protected by the Federal Communications Commission
19 as directed by Congress in Section 207 of the Telecommunications Act of 1996 and
20 adopted as Over-the-Air Reception Devices ("OTARD"); therefore, this is not a legal
21 claim and Mr. Oehler should never have used a bar graph of antennas during Oral
22 Arguments on his motion for dismissal before this Court. IPs have a right to know their
23 antennas are not violations of the CC&Rs.
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26 **FACT:** Justice is not served when IPs are deceived and therefore Leave to Amend
27 should be liberally granted in this matter pursuant to Rule 15.
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1 **FACT:** The amended complaint also strikes errors of assumption that are a part of
2 the original January 2018 Complaint in an effort to alleviate confusion.

3
4 **FACT:** It is a lie that enforcement has not occurred in thirty years. The
5 Declaration was recorded in 1989 and enforcement began in 1991 with abandonment of a
6 non-existent multifamily zoning error on Plaintiff's land. As a Planning Commissioner,
7 Azarmi is well aware of prior enforcement.
8

9 **FACT:** Lack of an Architectural Committee is not an excuse for violating the
10 Contract. Nor do County permits govern over the Declaration. IPs have a right to know
11 that they were the authority when the original Architectural Committee's term of service
12 expired.
13

14 **FACT:** Owners of 244 residential properties subject to the Declaration of Tract
15 4076-B CC&Rs are Indispensable Parties in this matter. The far-reaching social and
16 economic consequences of a claim of abandonment of the Declaration should be free
17 from fraud or other inequitable conduct. IPs have a right to know.
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19 **FACT:** Defendants do not want to follow rules of law and have refused to cease
20 and desist violating the Declaration. Their years of being the only custom home builder
21 advertising in Desert Lakes has caused unfair competition and they deliberately built
22 homes with setback violations. IPs have a right to know.
23

24 **FACT:** The Declaration is comprised of seventeen covenants. Pursuant to
25 paragraph 19 of the Declaration, "Invalidation of any of the restrictions, covenants or
26 conditions above by judgment or court order shall in no way affect any of the other
27 provisions hereof, which shall remain in full force and effect."
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1 Copy delivered by Email to Defendants' Attorney on Nov. 25, 2022:
2 Daniel Oehler: djolaw@frontiernet.net

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