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Nancy Knight
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FILED
BY: M

2018 MAY -2 PM 1:48

VIRLYNN TINNELL
SUPERIOR COURT CLERK

Plaintiff Pro Per

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

NANCY KNIGHT,

Plaintiff,

and

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

Defendants.

Case No.: CV 2018-04003

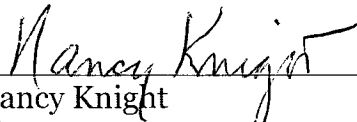
**PLAINTIFF'S MOTION TO LEAVE
TO AMEND COMPLAINT FOR
COUNT 2 - TRACT 4076B**

Division II
Honorable Derek Carlisle

Pursuant to Rule 15(a), Arizona Rules of Civil Procedure, Plaintiff Pro Per Nancy Knight (hereinafter "Plaintiff") move to leave to amend Complaint and move for an Order authorizing the filing of an Amended Complaint in this matter. The proposed Amended Complaint, in the form required by Rule 15(a)(2), is attached hereto for the Court's review. This Motion is supported by the accompanying Memorandum of Points and Authorities, attached hereto and incorporated herein by this reference, Exhibits, and the Court's file in this matter.



1 RESPECTFULLY SUBMITTED this 2nd day of May, 2018

2
3 
4 Nancy Knight
5 Plaintiff Pro Per

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

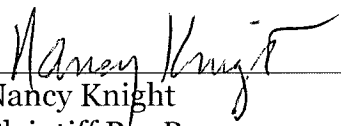
7 Rule 15(a), ARCP, provides, "Leave to amend shall be freely granted when justice
8 so requires." Thus, "amendments to pleadings shall be liberally granted." Dewey v.
9 Arnold, 159 Ariz. 65, 68, 764, 2d 1124, 1127 (App.1988). In Owen v Superior court, 133
10 Ariz. 75, 649 P. 2d 278 (1982), the Arizona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

14
15
16 In the present matter, none of the reasons for denying an amendment to the
17 Complaint exists. The primary purpose for amending the Complaint in this matter is to
18 clarify Count 2 as a separate matter of Tract 4076B before the court and as cited by the
19 Honorable Judge Carlisle in the Oral Arguments for the Summary Judgment dated April
20 2, 2018. This clarification also requires the removal of Defendants James and Donna
21 Roberts, husband and wife. Also, additional evidence has been discovered by the Plaintiff
22 since filing the Complaint and since the April 2, 2018 Oral Argument hearing.
23 Specifically, the Plaintiff has learned that the taxpayers of Mohave County paid a
24 substantial amount of monies from the General Fund for the BOS Resolution
25 Amendments in the attempted violations of the CC&Rs, including those parcels in Tract
26
27
28

1 4076B, for setback reductions at the request of the Defendant Mehdi Azarmi. In the
2 interest of justice, the Plaintiff seeks to include a judgment against the Defendants for
3 reimbursement of the taxpayer dollars to the Mohave County General Fund. The details
4 are set forth in the attached proposed Amended Complaint.
5

6 Thus, based on the foregoing, Plaintiffs respectfully request this Court grant the
7 Plaintiff's leave to amend the Complaint as proposed and attached to this Motion.
8

9 RESPECTFULLY SUBMITTED this 2nd day of May, 2018

10
11 
12 Nancy Knight
13 Plaintiff Pro Per

14 Copy of the foregoing was hand delivered
15 on May 2, 2018 to:

16 The Law Office of Daniel Oehler
17 2001 Highway 95, Suite 15
18 Bullhead City, Arizona 86442
19 Attorney for the Defendants
20 djolaw@frontiernet.net
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EXHIBIT

1 Nancy Knight
1803 E. Lipan Cir.
2 Fort Mohave, AZ 86426
Telephone: (951) 837-1617
3 nancy@thebugle.com

4 Plaintiff Pro Per

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

7 NANCY KNIGHT,

8 Plaintiff,

9 and

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

18 Defendants.

Case No.: CV 2018-04003

PROPOSED AMENDED COMPLAINT

**Breach of Contract –
Violations of Covenants, Conditions, and
Restrictions**

19 COMES NOW Plaintiff Pro Per, NANCY KNIGHT for her complaint against the
20 Defendants, hereby alleges as follows:
21

22 **PARTIES AND JURISDICTION**

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

26 2. Defendant Pearl Ludwig is an owner of FAIRWAY CONSTRUCTORS, INC., a
27 residential developing corporation doing business in Fort Mohave, Mohave County, Arizona
28

1 ~~since at least 1991.—Defendants, Glen Ludwig and Pearl Ludwig as Trustees of THE LUDWIG~~
2 ~~FAMILY TRUST (hereinafter Ludwig”)~~ own properties in Desert Lakes Golf Course and Estates
3 ~~in Fort Mohave, Mohave County, Arizona.~~

4
5 **3.** Glen Ludwig is President of FAIRWAY CONSTRUCTORS, INC., an Arizona
6 Corporation, which owns properties within Desert Lakes Golf Course and Estates in Fort
7 Mohave, Mohave County, Arizona. Fairway Constructors, Inc. is a residential developing
8 corporation doing business in Fort Mohave, Mohave County, Arizona since at least 1991.

9
10 **4.** Defendant, MEHDI AZARMI (hereinafter “Azarmi”) is, or was at the time of the
11 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
12 Vice President and Developer Representative of Fairway Constructors, Inc., located in Fort
13 Mohave, Mohave County, Arizona. Defendant Azarmi, is further a property owner within
14 Desert Lakes Golf Course and Estates and resides in Fort Mohave, Mohave County, Arizona.

15
16 **5.** ~~Defendants JAMES B. ROBERTS and DONNA M. ROBERTS (hereinafter~~
17 ~~“Roberts”) are residents of Fort Mohave, Mohave County, Arizona and property owners within~~
18 ~~Desert Lakes Golf Course and Estates.~~

19
20 **6.** All parties named herein are residents and/or relevant business owners, and/or
21 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
22 occurred in Mohave County, Arizona.

23
24 **7.** The Mohave County Superior Court has the jurisdiction over the Defendants and
25 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
26 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
27 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
28 County of Mohave in the State of Arizona in which this action arises and, consequently, both

1 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
2 SS 12-401, et seq., Arizona Revised Statutes, as amended.

3 **8.** Plaintiff is currently unaware of the true names and capacities of the Defendants
4 sued herein as DOES 1 through 10, inclusive and therefore, sues each Defendant by such
5 fictitious name. Plaintiff is informed and believes and based thereon allege that each such
6 Defendant is in some fashion responsible for, and a proximate cause of the damages suffered by
7 Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to
8 set forth the true names and capacities of such DOE Defendants when the same have been
9 ascertained.
10

11
12 **9.** Plaintiff is informed and believes and based thereon allege that at all times herein
13 mentioned the Defendants, including those named herein as DOES 1 through 10, inclusive, in
14 addition to acting for himself, herself, or itself, on his, her or its own behalf individually, is now
15 and was at all times material hereto acting in concert with at least one of the other Defendants
16 and in doing the things hereinafter alleged, was acting within the course and scope of such
17 relationship as an agent, principal, employee, purchaser, servant or representative and with the
18 permission, consent and ratification of each and every other of such Defendants.
19

20 **ALLEGATIONS COMMON TO ALL COUNTS**

21
22 **10.** For each count included in this Complaint, Plaintiff incorporates all other
23 allegations and averments contained in this Complaint as though fully included and restated
24 herein.

25 **11.** Plaintiff and Defendants are now or were at the time of the Complaint all real
26 property owners or business owners in Desert Lakes Golf Course and Estates (hereinafter
27 referred to as "Desert Lakes").
28

1 **12.** Desert Lakes established Covenants, Conditions, and Restrictions for Desert
2 Lakes Golf Course and Estates 4076-B (hereinafter referred to as “CC&Rs”), and recorded the
3 CC&Rs with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669 – Book
4 1641, Page 895. ~~Tract 4076-A and all tracts subsequently adjoined to Desert Lakes are subject to~~
5 ~~the original CC&Rs as evidenced by the Arizona Department of Real Estate Reports and Title~~
6 ~~Insurance Policies citing the location of the CC&Rs as Recorded in Book 1641, page 895.~~ The
7 CC&Rs represent binding restrictions on the use and development of all properties within Desert
8 Lakes and all property owners and or businesses are required to fully comply with all rules,
9 regulations and other requirements established by the CC&Rs governing the use of their property
10 or the property of others whom they represent.

13 **13.** The CC&Rs clearly define that buildings and projections shall be constructed not
14 less than twenty feet (20’) back from the front and rear property lines at Article II – Land Use
15 (Book 1641 page 897), Paragraph 6:

17 Paragraph 6: “All buildings and projections thereof on lots not adjacent to the golf
18 course shall be constructed not less than twenty feet (20’) back from the front and
19 rear property lines... All buildings and projections thereof on all other lots being
20 those lots adjacent to the golf course shall be constructed not less than twenty feet
21 (20’) from the front and rear property lines...”

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

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

1 **16.** The first egregious act was to apply for a setback variance from the Mohave
2 County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May 18,
3 2016. The approved variance was less restrictive than the CC&Rs.

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

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

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

24
25 **20.** The State of Arizona Corporation Commission’s “Corporation Annual Report
26 and Certificate of Disclosure” for 2017 cites Pearl A. Ludwig as the Secretary and Director of
27 Fairway Constructors, Inc. having taken office on August 16, 1991.

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

7 **22.** Further, Fairway Constructors, Inc., together with their listing real estate broker,
8 US Southwest Real Estate, violate the CC&R restriction for signage on unimproved lots
9 (paragraph 12, page 898). This illegal act by Fairway Constructors has caused other real estate
10 agencies to falsely assume the CC&Rs do not restrict this behavior and has resulted in additional
11 illegal signage to be posted on unimproved lots.

13 Paragraph 12: “No sign, advertisement...shall be erected or allowed on any of
14 the unimproved lots...”

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

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

27 **25.** ~~Examples of inaccuracies cited at the BOA meeting: 1) The property owner was~~
28 ~~not Jim Roberts. The building permit clearly identifies the property owner as the Ludwig Family~~

1 ~~Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact it is 8,034 square feet. This~~
2 ~~large lot size supported Mohave County Planning staff's feeling that "there were sufficient~~
3 ~~undeveloped portions of the property that could be utilized so that the structure could meet the~~
4 ~~setback requirements". 3) Azarmi falsely claimed that "if the Roberts could not move into their~~
5 ~~house and enjoy what they wanted, then the department was basically taking that right away~~
6 ~~from these people. In truth, Defendants Mr. and Mrs. Roberts' did not own the house yet nor had~~
7 ~~the home been built yet. 4) Azarmi falsely inferred that "there was already a hardship" for Mr.~~
8 ~~Roberts. Any hardship on May 18, 2016 was a hardship for Azarmi. The home permit was~~
9 ~~applied for on April 8, 2016 and denied due to the setbacks. Azarmi's hardship was his~~
10 ~~desperation for a sale and for profits at the expense of the Desert Lakes Community. 5) Azarmi~~
11 ~~falsely claimed that "if Mr. Roberts had to park his boat out in the open space it would cause a~~
12 ~~headache for him and for the sheriff...." The CC&Rs specifically sets forth that no watercraft~~
13 ~~may be parked in front of any residence in the open. Inferring a public safety risk for Sheriff~~
14 ~~ealls was an apparent ruse to influence those who serve on the BOA. 6) Azarmi claimed he was~~
15 ~~unaware that the zoning was not Single Family Residential (R-1). The CC&Rs clearly cite on~~
16 ~~page 900 that the zoning is Special Development Residential (SD-R).~~

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

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

28 **27.** ~~A ten foot back yard setback on the subject parcel that is adjacent to a fairway~~
~~amounts to a taking of views and related property value from an adjacent property owner. This is~~

1 where self-serving motives of one builder can result in the harm of others and which is why
2 CC&Rs are written to protect the property values of everyone in the subdivision.

3 **28.**— Another issue with the adjacent lot that is now impacted by the home built by
4 Fairway Constructors, Inc. is that Real Estate law requires full disclosure by the seller. There
5 exists no means of assurance that a buyer of the adjacent lot will be informed of the reduced
6 value of his purchase due to his lost views from the self-serving motives of the Defendants and
7 therefore exists just cause for the requested remedy that the adjacent lot be traded or purchased
8 by Fairway Constructors and maintained as a green belt.
9
10

11 **29.**— The Revised plan drawing associated with the construction permit application
12 submitted by Azarmi on the day after the BOA meeting, shows the side yard is over twenty feet
13 (20') wide and forty feet (40') deep. As such, Mr. Roberts could park his boat in the side yard
14 behind fencing as is a customary practice by homeowners with recreational vehicles who abide
15 in the CC&Rs. There is no valid reason as to why these Defendants should receive special
16 considerations concerning storage of their watercraft as compared to others already living within
17 the community who are in compliance with the CC&Rs.
18

19 **30.** If Fairway Constructors, Inc. is allowed to continue the practice of violating the
20 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
21 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
22 owners who decide to do as they please within the subdivision defined by the Honorable Judge
23 Carlisle in Oral Arguments for a Summary Judgment on April 2, 2018 as Tract 4076B.
24

25 **31.** At the BOA meeting, Azarmi admits he has built over 700 homes in the area in
26 the past 26 years and then states there are setback violations in the whole project. Azarmi has
27 been well-aware of the CC&Rs and as a major developer in the Desert Lakes Community there is
28

1 a high level of concern that he did indeed violate the CC&Rs on other homes in Desert Lakes
2 and sold those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
3 violations.

4
5 **32.** The Special Development Residential zone cannot be arbitrarily changed to R-1
6 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to
7 15 feet (15') as he tried to propose to Planners at the BOA hearing. Azarmi's alternative plan for
8 reduced setbacks in the entire Desert Lakes Community was to propose that all of the properties
9 be bundled together for the purpose of an Amendment to a former Board of Supervisors
10 (hereinafter "BOS") Resolution. Ms. Ballard raised the issue of the CC&Rs for other projects in
11 Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes Golf Course and
12 Estates. ~~This raised awareness for Mr. Roberts of the existence of the CC&Rs as he was in~~
13 ~~attendance at the BOA meeting.~~

14
15
16 **33.** ~~It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that the~~
17 ~~less restrictive setback variance did not take precedence over the more restrictive CC&Rs.~~

18 **34.** Further it was the responsibility of Mr. Roberts to do his due diligence to read a
19 copy of the CC&Rs to understand his risk in this matter.

20
21 **35.** ~~As already stated, the professional opinion of Development Services Planner~~
22 ~~Holtry, was to not approve the setback reduction. Defendants are responsible for remedying this~~
23 ~~matter.~~

24 **36.** All of the apparent deception that had occurred to secure a BOA variance took
25 place before the Plaintiff had become aware of what was happening to circumvent the Desert
26 Lakes Golf Course and Estates CC&R protections. Had it not been for the plan to try to reduce
27 setbacks in the entire Desert Lakes Community, Azarmi and Ludwig would most likely have
28

1 gone about their business of violating the CC&Rs one home at a time. However, the County
2 decided to accommodate Azarmi's alternative idea for reduced setbacks and the information
3 stream that followed revealed an attack specifically on the Desert Lakes CC&Rs. This attack was
4 not subject to CC&Rs in Los Lagos or South Mohave Valley. It was specifically directed at
5 Desert Lakes where Plaintiff's research found the Azarmi and Ludwig families owned over
6 twenty (20) unimproved lots.
7

8 **37.** A postmark of June 16, 2016 shows that after the May 18, 2016 BOA meeting
9 where Azarmi had raised the issue of bundling the Desert Lakes properties for a BOS Resolution
10 Amendment, the County began the very expensive process of petitioning every property owner
11 in Desert Lakes asking for a signed Waiver to release the County of any liability for diminished
12 property values as a result of requesting setback reductions for their parcel. Waivers were
13 received for approximately one hundred eighty (180) parcels, developed and undeveloped, for
14 reduced setbacks in the Desert Lakes Community. It was recently revealed that the proponent,
15 Mehdi Azarmi, was not charged for the costs incurred by the County.
16
17

18 **38.** Those one hundred eighty (180) parcel numbers were published, signage was
19 posted at each lot, and scheduling began for public hearings before the County Planning
20 Commission. Mehdi Azarmi, was afforded a significant amount to time for his presentation to
21 convince the Planning Commissioners to vote in favor of his proposal. The vote was unanimous
22 to approve. The final vote before the BOS was scheduled for October 3, 2016.
23

24 **39.** The Plaintiff noticed that one such lot with the posted signage had already begun
25 construction with a reduced setback even before the BOS vote was taken. There was no address
26 posted yet on the home that was under construction but there was signage displaying "Future
27 Home of Mr. and Mrs. Roberts". Based on a best guess of the parcel number, Ballard was able to
28

1 identify the lot as one that got the variance from the BOA for a setback reduction. The BOA
2 minutes were emailed to the Plaintiff on September 20, 2016.

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

8
9 ~~41. — Plaintiff, having witnessed the Defendants continuing to build the home at 5732
10 Club House Dr. with the less than twenty foot (20’) setback for the garage, sent an email to
11 Developer Representative Azarmi on September 27, 2016, sent a copy of the Azarmi email in a
12 Certified Letter to Glen Ludwig on September 30, 2016, and on November 1, 2016 sent an email
13 to Ludwig Engineering Executives; these communications informed everyone of the CC&R
14 violation of the setbacks and requested that they remedy the setbacks before the home was
15 completed to avoid a legal action to enforce the CC&Rs. The Certified Mail was sent to Glen
16 Ludwig at the Corporate office branch located at 109 E. Third Street in San Bernardino,
17 California. A signed Delivery Receipt was sent from the U.S. Post Office to Plaintiff as proof of
18 delivery on October 3, 2016. All communications went unanswered including the request for the
19 address of Jim Roberts so he could have full disclosure before finalizing purchase of the home.~~

20
21 ~~42. — Despite the Plaintiff’s communications with Azarmi, Fairway Constructors
22 Executives, and a letter addressed to Glen Ludwig, construction of the home was completed
23 without remedy and built with the less restrictive setbacks. Eventually ownership title was
24 transferred to Mr. and Mrs. Roberts.~~

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

9 **44.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
10 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
11 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
12 that politics was playing a role for Azarmi's benefit and a Senator in the audience approached the
13 Plaintiff after the meeting thanking her for her research and exposure of the issues with the
14 proposed BOS Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY
15 the BOS Resolution. Nonetheless, Azarmi's actions was an attempt at violating the CC&Rs.
16 Paragraph 20 of 4076B CC&Rs states, "If there shall be a violation or threatened or attempted
17 violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for ...
18 any person or persons owning real property located within the subdivision to prosecute
19 proceeding at law..."

20 **45.** Although denied, the County refused to send letters to the affected lot owners.
21 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
22 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
23 potential witness in this case who owns property in Tract 4076B, that Azarmi's wife claims they
24 won the setback reduction.

1 **46.** The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney Keith
2 Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was time to raise
3 legal defense funds due to the Contract Law statute of limitations of six years, and that his
4 retainer fee to take the case would be \$10,000. The Plaintiff subsequently found a relatively
5 inexpensive method to do a mass mailing of a letter to residents of the Desert Lakes Community.
6 The letter was printed and mailed by “Every Door Direct Mail” to 617 addresses in Desert Lakes
7 on or about April 1, 2017. There has never been a Homeowner Association for enforcement.
8 Residents were pleased to learn they had recourse for what was feared of becoming a blighted
9 community.
10
11

12 **47.** A highly credible positive response to the mass mailer was received from a Real
13 Estate professional dated April 6, 2017. It read in part: “We have lived in Desert Lakes for about
14 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
15 your efforts.” This professional real estate opinion provided the Plaintiff with confidence that
16 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
17 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
18 Community for years to come.
19

20 **48.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
21 homes that were built by Defendants in Tract 4076B in order to identify the extent to which the
22 Defendants have violated or caused to violate Tract 4076B ~~the~~ CC&Rs.
23

24 **49.** The CC&Rs were established in 1989 ~~and was applied to all subsequent tracts that~~
25 ~~were added in later years.~~ Title companies cite the CC&Rs, the Arizona Department of Real
26 Estate informs subsequent subdividers/developers of the existence of the CC&Rs, and Mohave
27 County Development Services sends copies of the CC&Rs to property owners on request. The
28

1 CC&Rs run with the land and have never been revoked or amended. The CC&R contract cites in
2 Paragraph 18 Book 1641 Page 899:

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

11 **50.** The Desert Lakes Golf Course and Estates Declarant did not authorize the
12 creation of a Homeowner Association. Enforcement of the CC&Rs was left to the discretion of
13 the individual property owners. (CC&Rs paragraph 20)

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

24 **51.** ~~For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi~~
25 ~~and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person~~
26 ~~has no recourse except to remedy the violation in a Court of Law.~~ Failure on the part of persons
27 who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of
28 another party to seek CC&R enforcement in a Court of Law. Paragraph 20 of the CC&Rs sets
forth:

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

COUNT ONE
VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

1 **52.** Violations of the CC&Rs occurs when a party, such as Defendants, decide to
2 circumvent or ignore the provisions cited in the CC&Rs.

3 **53.** Defendants intentionally violated and attempted to violate the CC&Rs as they
4 were fully aware of the existence of the CC&Rs. ~~and circumvented the setback restrictions~~
5 ~~through a BOA variance.~~

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

13 **55.** It is the responsibility of the builder to comply with the CC&Rs and, in the
14 absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any
15 property owner.

16 **56.** ~~Since the CC&Rs are more restrictive than the approved BOA variance, Azarmi,~~
17 ~~Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the CC&Rs as did Mr.~~
18 ~~Roberts who attended the BOA meeting and was informed at that meeting of the existence of~~
19 ~~CC&Rs in the Desert Lakes Community.~~

20 **57.** As a result of Defendants CC&R ~~setback~~ violations and attempted violations,
21 Plaintiff is entitled to injunctive relief, compensation for her expenses in this matter, and for any
22 costs as a result of retaliation from Defendants or their political allies in bringing forth this
23 Complaint. Azarmi's egregious acts caused substantial emotional and physical distress to the
24
25
26
27
28

1 Plaintiff who found herself having to spend hours of sleepless nights conducting research,
2 writing letters and emails, and making a presentation before the Mohave County Board of
3 Supervisors in Kingman, Arizona in her efforts to protect all Desert Lakes property owners from
4 individuals who had self-serving interests and intended to take away the CC&R protections that
5 assure everyone in the community with equal property rights and protection of property values.
6

7 **58.** Plaintiff also requests a financial remedy from Fairway Constructors to all
8 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's violating
9 CC&R setbacks in Tract 4076B. Profits for larger building footprints were an ill-gotten gain at
10 the expense of rear yard views of fairways and front yard views of oncoming traffic for the
11 innocent and uninformed property owners in the Desert Lakes Community. Plaintiff requests
12 Fairway Constructors mail a letter to all property owners in the Desert Lakes Community within
13 Tract 4076B to inform them of the Court Order that may have affected their property and to also
14 take an ad in the Mohave Daily News announcing the financial remedy that affected property
15 owners can apply for at the address of Fairway Constructors, Inc. located at 5890 S. Highway 95,
16 Fort Mohave, AZ.
17

18 **59.** In closing, Plaintiff believes that political will by Mehdi Azarmi for the letters of
19 support for his variance or BOS Resolution setback reduction attempts, should not be given any
20 credence especially at the expense of those others in the community who do not have the
21 political connections of the Chamber of Commerce or elected officials who benefit from
22 Azarmi's money, power, and influence.
23

24
25 **COUNT TWO**
26 **INJUNCTIVE RELIEF**

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

1 **61.** Plaintiff has a strong likelihood of success on the merits of the violations and
2 attempted violations of the CC&Rs as set forth herein.

3 **62.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
4 Defendants from all current signage violations on unimproved lots in Tract 4076B.

5 **63.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
6 Defendants from any existing or future violations or attempted violations of ~~the~~ Tract 4076B
7 CC&Rs including but not limited to setback reductions and signage on unimproved lots.

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

13 **65.** Plaintiff seeks reimbursement to the taxpayers of Mohave County for the \$12,500
14 in expenditures for the attempted violations of the CC&Rs through BOS Resolutions proposed
15 and fought for by Mehdi Azarmi with a presentation before the Mohave County Planning
16 Commission in September 2016.

17 **WHEREFORE**, Plaintiff demands Judgment against the Defendants as follows:
18

19 **A.** Finding that Defendants violated and attempted to violate the Declaration of
20 Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates 4076B.

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

24 **C.** For an injunction immediately and permanently removing all signage on
25 unimproved lots in Tract 4076B that is in violation of Desert Lakes Golf Course and Estates
26 CC&Rs.
27
28

D. Plaintiff's recovery of actual and consequential damages in an amount to be determined by the Court or at trial, including, but not limited to, compensation and reimbursement for her efforts in the battle against the attempted violations of setback reductions in Tract 4076B.

E. Compensation to all property owners for diminished value, to be determined by the Court or at time of trial, due to the taking of front and/or rear views as a result of the Defendants' construction that violated the CC&Rs of Desert Lakes in Tract 4076B.

F. A Declaratory Judgment forgiving any CC&R construction violations that were not the fault of the purchaser of the home who unknowingly purchased a home that had been built, in error or deliberately by any builder, as out of compliance with the CC&Rs.

G. For recovery of Plaintiff's attorney fees and costs incurred, in the event this action is contested, pursuant to law and A.R.S. SS 12-349 and Rule 11, A.R.C.P.

H. For such other and further relief as the Court deems just and equitable in the premises.

I. Judgment in the amount of \$12,500 as estimated by the Director of Development Services, Tim Walsh, to be paid by the Defendants to Mohave County Development Services General Fund for reimbursement of taxpayer dollars spent on the BOS Resolutions in the attempted violations for setback reductions as a result of Mehdi Azarmi's quest for larger building footprints in Desert Lakes including Tract 4076B.

RESPECTFULLY SUBMITTED this 2nd day of May 2018.

Nancy Knight

 Nancy Knight
 Plaintiff Pro/Per

Copy of the foregoing was hand delivered on the 2nd day of May, 2018 to:

The Law Office of Daniel Oehler
 2001 Highway 95, Suite 15
 Bullhead City, Arizona 86442
 Attorney for the Defendants


1
2 **VERIFICATION**

3 STATE OF ARIZONA)
)ss.
4 County of Mohave)

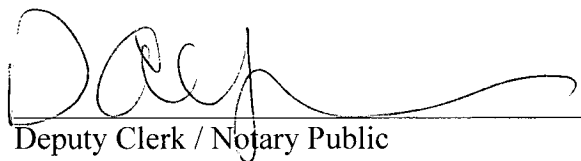
5 Plaintiff, Nancy Knight, being first duly sworn and upon her oath, deposes and says the
6 following:

7
8 That she is the Plaintiff in the above captioned matter, that she has read the foregoing
9 Complaint, and knows the contents thereof; and that she is informed and believes and on that
10 ground alleges that the matters stated in the foregoing document are true and correct to the best
11 of her knowledge and belief.

12
13
14 DATED this 2nd day of May, 2018.

15
16 
17 Nancy Knight

18 **SUBSCRIBED AND SWORN** to before me this ___ day of May, 2018, by
19 Nancy Knight.

20 
21 Deputy Clerk / Notary Public

22 My Commission Expires:
23 _____
24
25
26
27
28