

1 NANCY KNIGHT
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 928-768-1537
5 nancyknight@frontier.com

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 and

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

20 Defendants.

FILED
TIME 10:33 AM

OCT 11 2023

CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: CS DEPUTY

Case No.: CV 2018 04003

**REPLY TO DEFENDANT'S
APPARENT OBJECTION TO
PLAINTIFF'S REQUEST FOR
CORRECTIONS TO PLAINTIFF'S
FINAL ORDER AND NOTICE TO
PROPERTY OWNERS**

Honorable Judge Jantzen

21 Comes now Plaintiff Pro Per, Nancy Knight, respectfully requesting a speedy
22 Correction to the oversight by the Court when he signed an unlawful Final Order as
23 written by defense counsel Oehler. It was also an oversight to make a claim to the
24 Property Owners that they were being sued by the Plaintiff. It is also an oversight that
25 this Court cannot reverse the decisions of the former biased and recused Judge Jantzen.

26 On October 2, 2023, Plaintiff filed a Second Complaint with the Commission on
27 Judicial Conduct. The details in the Complaint to the Commission explains why the
28 matters of the Order for Plaintiff to follow and the Notice to the Property Owners are not



1 to be construed as requests for Reconsideration of Court errors. Court errors of oversight
2 require Corrections.

3
4 To the Commission on Judicial Conduct:

5 Subject: Second Complaint _Entrapment to Cause Harm_ Judge Dale Nielson

6 On September 17, 2023 you received my first Complaint regarding the Gag Order that is
7 a violation of my Constitutional Rights to Free Speech. The first page of that Complaint
8 is attached herein.

9 On September 13, 2023 the Judge ordered me to mail a Notice to over 200 property
10 owners that I was suing them. I have no grounds for the law suit against these property
11 owners and I have repeatedly denied to the Court that I was suing these property owners.

12 On September 30, 2023 I found cause for why I am not required to sign and mail a Notice
13 of Lawsuit to these property owners in my subdivision. Rule 19 only requires these
14 property owners to be informed of an action that could affect their property rights so they
15 have an opportunity to join as a plaintiff or defendant in the matter.

16 I have attached the Notice and Signature page that I was ordered to sign and mail in a
17 Service Packet to these property owners. The Court is putting me in a position of harm
18 and he is entrapping me into a position that could result in a law suit against me for
19 falsely claiming these neighbors are being sued by me for Breach of Contract. I have no
20 grounds for doing so.

21 The Court is also aware that the Defendants who are using this case in an attempt to get a
22 ruling on abandonment of the Declaration, knows over 100 of these property owners have
23 no violation whatsoever including those property owners that have vacant lots.

24 I have Motioned the Court to Correct his entire Order and provided the Court with a
25 Notice that appropriately reflects the situation. Also, attached.

26 I need to be taken out of harm's way. I already have had to leave my home for fear of
27 reprisal from property owners.

28 A Salutation closed the Complaint to the Commission

Oversight is less malicious than a deliberate attempt to entrap the Plaintiff into a
law suit against hundreds of property owners when she has no grounds to do so.

1 It is an oversight to continue to violate Plaintiff's right to free speech in her
2 capacity as President of the Unincorporated Association for Desert Lakes Tract 4076 with
3 a Gag Order imposed by a biased and now recused Court.
4

5 It is an oversight to Order the Plaintiff to sign and mail a Notice of Law Suit to the
6 property owners when the Plaintiff has repeatedly claimed she is not suing any of the
7 owners of 221 APNs in this case.
8

9 It is an oversight of this Court to not have read the 2021 complaint that was filed
10 in Mohave County and was transferred to Yavapai County to not know Plaintiff already
11 has a Breach of Contract Complaint pending in CV 2022 00177 against seven property
12 owners who are to be brought into this action as Indispensable Parties. Plaintiff is
13 prohibited from filing two law suits against the same parties for the same offense. This is
14 an oversight of the Court.
15
16

17 Corrections to the Court's oversights are appropriate.

18 This Court is also requested to make a speedy decision on Plaintiff's Motion for
19 Leave to Amend the January 2018 Complaint. It is in the interest of justice and for
20 judicial economy so the Plaintiff does not have to file a third lawsuit.
21

22 It is also deceitful to deny knowledge of the legal name for the Desert Lakes
23 Subdivision Tract 4076 since Defendant Azarmi was the proponent for the Amendment
24 that was intended to affect the entire Desert Lakes Subdivision Tract 4076 setbacks.
25

26 Desert Lakes Subdivision Tract 4076 is the legal description for the Subdivision
27 according to the Mohave County subdivision Index and according to the Board of
28 Supervisors in their Recorded DENIAL of Mr. Azarmi's Res. 2016-125 proposal that

1 attempted to amend Res. 93-122 for reduced setbacks in Desert Lakes Tract 4076. Mr.
2 Azarmi's attempt to amend Res. 93-122 failed in a three to two vote by the BOS in spite
3 of Supervisor Moss (now Judge Moss) who argued on Azarmi's behalf for approval.
4

5 All of these matters are being overlooked by this Court.

6 Injunctive Relief is being overlooked by this Court.

7
8 It is time to correct errors of oversight and make rulings on all of Plaintiff's
9 outstanding motions that have awaited decisions from as long ago as May 2023.

10 **CONCLUSIONS**

11
12 1. Plaintiff pleads for denial of any award of Defendants' attorney fees for any of
13 Plaintiff's motions or pleadings filed to date in this matter.

14 2. Plaintiff pleads for her Notice to Property Owners be signed by this Court as
15 mailed to the Court on October 2, 2023 **OR** to be revised if the Court grants Plaintiff's
16 First Amended Complaint for inclusion in the Service Packet. **Exhibit A**

17
18 3. Plaintiff pleads for the Court to sign the Order mailed to the Court on October
19 2, 2023 **OR** if the Court decides to disregard the Gag Order imposed by the former Court
20 then an Order to that effect will be submitted for the Court's signature.
21

22 RESPECTFULLY SUBMITTED this 6th day of October, 2023

23 
24 _____

25 Nancy Knight, Plaintiff Pro Per

26 Copy of the foregoing was emailed on the above day to:
27 djolaw10@gmail.com Attorney for the Defendants

28 kalerma@courts.az.gov Judicial Assistant to the Court

Knight v. Ludwig et. al.
Mohave County Superior Court
Docket No. CV 2018 04003

First Amended Complaint

EXHIBIT A

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

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 and

12 GLEN LUDWIG and PEARL LUDWIG,
13 Trustees of THE LUDWIG FAMILY TRUST;
14 FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; MICHAEL and JUDY
16 ROVNO, husband and wife; SIAVOSH
17 SANAYE; PARVIN JAMNEJAD; SUNIL
18 KUKREJA; LUDWIG ENGINEERING
19 ASSOCIATES, INC; MOHAVE
20 COUNTY; JOHN DOES 1-6; JANE DOES
21 1-9; ABC CORPORATIONS 1-8; and XYZ
22 PARTNERSHIPS 1-10.

23 Defendants.

Case No.: CV 2018 04003

FIRST AMENDED COMPLAINT

**Breach of Contract –
Violations of Sections 4, 5 (v) and B (1) of
the Tract 4076-B Covenants, Conditions
and Restrictions**

**Violation of Zoning and Setback
Resolutions**

**Violation of Arizona Property Rights
Protection Act**

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

26 **PARTIES AND JURISDICTION**

27 **1.** Plaintiff, NANCY KNIGHT, (hereinafter “Plaintiff”), is a property owner within
28 Desert Lakes Golf Course and Estates Subdivision Tract 4076-B situated in Fort Mohave,
Mohave County, Arizona.

1 2. Defendants, Glen Ludwig Surviving Spouse and Pearl Ludwig Deceased as
2 Trustees of THE LUDWIG FAMILY TRUST (hereinafter Ludwig”) own properties in Desert
3 Lakes Golf Course and Estates in Fort Mohave, Mohave County, Arizona.
4

5 3. Glen Ludwig is President of Defendant FAIRWAY CONSTRUCTORS, INC., an
6 Arizona Corporation, which owned properties within Desert Lakes Golf Course and Estates in
7 Fort Mohave, Mohave County, Arizona when this case was filed. Fairway Constructors, Inc. is a
8 residential developing corporation doing business in Fort Mohave, Mohave County, Arizona
9 since at least 1991 and builds homes in violation of Res. 93-122 and the CC&Rs. Fairway
10 Constructors, Inc. violated the signage restriction at Section 12 in the Tract 4076-B Declaration
11 and in multiple violations of Mohave County Zoning Ordinance Section J at pages 198-202 for
12 off-premises advertising.
13

14 4. Glen Ludwig is President of Defendant LUDWIG ENGINEERING
15 ASSOCIATES, INC. who caused Plaintiff’s Tract 4163 to be subdivided into 32 small lot sizes
16 with ten foot rear yard setbacks in violation of Res. 93-122. Ludwig Engineering Associates, Inc.
17 is a California Corporation doing business in Fort Mohave, Mohave County, Arizona.
18

19 5. Defendant, MEHDI AZARMI (hereinafter “Azarmi”) is, or was at the time of the
20 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
21 Vice President and Developer Representative of Fairway Constructors, Inc., and Vice President
22 of the Arizona office of Ludwig Engineering Associates, Inc. located in Fort Mohave, Mohave
23 County, Arizona. Defendant Azarmi, is further a property owner within Desert Lakes Golf
24 Course and Estates Tract 4076-B and resides in Fort Mohave, Mohave County, Arizona.
25 Defendant Azarmi was a Planning Commissioner with Mohave County for over ten years ending
26 in 2018. He is the singular proponent of Res. 2016-125 for reduced setbacks in Desert Lakes and
27
28

1 he is a part of the approval of the companion Res. 2016-04 that became Mohave County
2 Ordinance 37.C.4. for reduced setbacks in Mohave County, Arizona.

3 **6.** Defendant MOHAVE COUNTY is a legal entity and corporation of a special sort.
4 It can buy and hold property, sue and be sued, and enter into contracts. Mohave County governs
5 the unincorporated area of Fort Mohave, Mohave County, Arizona. Mohave County violates Res.
6 93-122 and violates Prop 207 that was codified as the Arizona Property Rights Protection Act
7 that is contributing to the cause of abandonment of Section 6 of the Declaration. Consolidation of
8 this case into CV 2022 00177 where Mohave County is a Defendant for Plaintiff's side yard and
9 rear yard setback violations has been denied. Amending the Complaint in CV 2022 00177 has
10 been denied. Justice requires an Amendment in this case.

11 **7.** Defendant SIAVOSH SANAYE is a resident of Scottsdale, Arizona according to
12 the New Home Construction Permit Application for the home he built in violation of front and
13 rear setbacks and sold to Ronald and Shirley Miller in Desert Lakes Tract 4076-B in Fort
14 Mohave, Mohave County, Arizona. Amending the Complaint for the Miller's violation of
15 CC&Rs was denied in this case. That setback violation is being tried in CV 2022 00177. Sanaye
16 is being sued in this case for cause of contributing to a claim of abandonment for setbacks.
17 Fairway built the home and Azarmi was the representative.

18 **8.** Defendant PARVIN JAMNEJAD owns lots in Desert Lakes, Fort Mohave,
19 Mohave County, Arizona and is a resident of Bloomfield Hills, Michigan. Jamnejad is a relative
20 of Defendant Azarmi. Jamnejad built the home that is in violation of the rear yard setback that
21 was sold to Peter and Antoinette Choate in Desert Lakes Tract 4076-B, Fort Mohave, Mohave
22 County, Arizona. Amending the Complaint for the Choat's violation of CC&Rs was denied in
23 this case. That violation is being tried in CV 2022 00177. Jamnejad is being sued in this case for
24
25
26
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1 cause of a claim of abandonment for her misdeed. Fairway built the home and Azarmi was the
2 representative.

3 **9.** Defendant SUNIL KUKREJA is a property owner in Desert Lakes Tract 4076-B,
4 situated in Fort Mohave, Mohave County, Arizona with multiple lots held in trust by Pioneer
5 Title Agency TR 9051. Sunil Kukreja is a land investor doing business under many different
6 entity names including Kukreja Investors, Desert Greens, and Desert Lakes and Golf Course in
7 Mohave County, Arizona. At the time of his misdeeds in Tract 4163 he was doing business as
8 1043 Arizona Properties using an undeliverable address, according to the Arizona Corporation
9 Commission. That address was traced to belonging to the Los Lagos Clubhouse in Fort Mohave,
10 Mohave County, Arizona. Kukreja is being sued for cause of a claim of abandonment for his
11 misdeeds. Kukreja is suspect of operating a Real Estate Shell Game with a partner operating
12 from an off-shore entity in the Bahamas.

13 **10.** Defendants MICHAEL AND JUDY ROVNO are residents of Desert Lakes Tract
14 4076-B in Fort Mohave, Mohave County, Arizona with a second detached dwelling unit that
15 does not conform to Mohave County regulation for an accessory structure and the Casita is in
16 violation of the Declaration at Section 4 for livable space, in violation of Section 5 (v) for
17 lacking a closed 20 foot garage and B(1). The Rovnos have a setback violation for their primary
18 residence that is being tried in CV 2022 00177. The second dwelling unit was built after CV
19 2022 00177 was originally filed in 2021. That 2021 case was granted a change of venue in 2022.
20 Consolidation of this case into the 2022 case has been denied. Rovno is being sued in this case
21 for judicial economy so a third concurrent CC&R case in not required.

1 **11.** All parties named herein are residents and/or relevant business owners, and/or
2 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
3 occurred in Mohave County, Arizona.
4

5 **12.** The Mohave County Superior Court has the jurisdiction over the Defendants and
6 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
7 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
8 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
9 County of Mohave in the State of Arizona in which this action arises and, consequently, both
10 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
11 SS 12-401, et seq., Arizona Revised Statutes, as amended.
12

13 **13.** Plaintiff is currently unaware of the true names and capacities of the Defendants
14 sued herein as the balance of DOES 1 through 10, inclusive and therefore, sues each Defendant
15 by such fictitious name. Plaintiff is informed and believes and based thereon allege that each
16 such Defendant is in some fashion responsible for, and a proximate cause of the damages
17 suffered by Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this
18 Complaint to set forth the true names and capacities of such balance of DOE Defendants when
19 the same have been ascertained.
20
21

22 **14.** Plaintiff is informed and believes and based thereon allege that at all times herein
23 mentioned the majority of Defendants, including those named herein as DOES 1 through 10,
24 inclusive, in addition to acting for himself, herself, or itself, on his, her or its own behalf
25 individually, is now and was at all times material hereto acting in concert with at least one of the
26 other Defendants and in doing the things hereinafter alleged, was acting within the course and
27
28

1 scope of such relationship as an agent, principal, employee, purchaser, servant or representative
2 and with the permission, consent and ratification of each and every other of such Defendants.

3
4 **ALLEGATIONS COMMON TO ALL COUNTS**

5 **15.** For each count included in this Complaint, Plaintiff incorporates all other
6 allegations and averments contained in this Complaint as though fully included and restated
7 herein.

8 **16.** Plaintiff and Defendants Azarmi, Ludwig, Jamnejad, Kukreja, Sanaye and Rovno
9 are or were all real property owners in Desert Lakes Golf Course and Estates (hereinafter
10 referred to as "Desert Lakes"). Defendant Mohave County is the governing body for Desert
11 Lakes in Fort Mohave, Arizona.

12 **17.** Desert Lakes established Covenants, Conditions, and Restrictions for Desert
13 Lakes Golf Course and Estates 4076-B (hereinafter referred to as "CC&Rs"), and recorded the
14 CC&Rs with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669 – Book
15 1641, Page 895. The CC&Rs represent binding restrictions on the use and development of all
16 properties within Desert Lakes and all property owners are required to fully comply with all
17 rules, regulations and other requirements established by the CC&Rs governing the use of their
18 property. Mohave County Resolution 89-116 was approved for twenty foot setbacks, front and
19 rear, pursuant to the CC&Rs. Res. 93-122 "clarified" the twenty foot setbacks, front and rear, in
20 1993.

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

24
25
26
27
28
Paragraph 6: "All buildings and projections thereof on lots not adjacent
to the golf course shall be constructed not less than twenty feet (20')

1 back from the front and rear property lines... All buildings and projections
2 thereof on all other lots being those lots adjacent to the golf course shall
3 be constructed not less than twenty feet (20') from the front and rear
4 property lines..."

5 **19.** Defendant AZARMI, acting on behalf of the Defendants Ludwig and Fairway
6 Constructors, Inc., and acting on behalf of Ludwig Engineering Associates, Siavosh Sanaye, and
7 Parvin Jamnejad, caused multiple violations of the Declaration for which Azarmi now seeks an
8 abandonment ruling with unclean hands.
9

10 **20.** Azarmi filed a New Home construction application with Mohave County
11 Development Services for multiple homes with reduced setbacks that violated the CC&Rs and
12 violated Res. 93-122. The permit's Plot Plans show violations ranging from a front yard setback
13 of fifteen feet (15') and many rear yard setbacks of less than twenty feet. As previously
14 indicated, CC&Rs cite the setbacks as twenty feet (20') front and twenty feet (20') rear. Azarmi
15 attempted to reduce the front and rear yard setbacks in Desert Lakes Subdivision Tract 4076 with
16 his Res. 2016-125 and Res. 2016-126 that failed to get Board of Supervisor approval on October
17 3, 2016. Azarmi's companion Ord.37.C.4 is fraudulently being used for permit approvals in
18 violation of Res. 93-122. Res. 2016-04 created Ord. 37.C.4. that is known as the 50% Rule for
19 reduced rear yard setbacks that is contributing to Azarmi's claim of abandonment of Section 6 of
20 the Declaration. Mohave County is being sued in the collusion with multiple defendants and for
21 violating Section 12-1134 of the Arizona Private Property Protection Act with Ord. 37.C.4.
22

23 **21.** Azarmi, Ludwig, and Fairway Constructors, in the course of running their
24 development business in Desert Lakes for many years, have been well aware of the CC&Rs, the
25 SD/R zoning and Res. 93-122 for twenty foot setbacks, front and rear. Mohave County
26
27
28 Development Services denied Azarmi a new home construction permit on or about late 2015 for

1 setbacks that violated Res. 93-122. That denial is a part of the Board of Adjustment hearing for a
2 variance held on May 18, 2016. Planner Holtry stated that because the department believed that
3 the request did not comply with Section 41.F of the Mohave County Zoning Ordinance the
4 department could not recommend approval.
5

6 **22.** The State of Arizona Corporation Commission’s “Corporation Annual Report and
7 Certificate of Disclosure” for 2017 cites Mehdi Azarmi as the Vice President of Fairway
8 Constructors, Inc. having taken office on August 16, 1991 and is a shareholder holding more
9 than 20% of issued shares of the corporation or more than 20% beneficial interest in the
10 corporation. A preponderance of evidence exists to conclude that profit motives for a larger
11 building footprint drives Azarmi’s intent for reduced setbacks and violating Res. 93-122 drives
12 the abandonment threat for competition with Desert Lakes that has no HOA Fees. Desert Lakes,
13 without an HOA, is “more valuable in the marketplace” pursuant to an Affidavit by Ann Pettit at
14 paragraph 18 dated October 30, 2019.
15

16 **23.** Further, Fairway Constructors, Inc., together with US Southwest Real Estate,
17 violate the CC&R restriction for signage on unimproved lots (paragraph 12, page 898) and long-
18 term exposure to the elements caused dilapidation that became a risk of hazard to persons and
19 property.
20

21
22 Paragraph 12: “No sign, advertisement...shall be erected or allowed on any of
23 the unimproved lots... and no signs shall be erected or allowed to remain on any
24 lots, improved or otherwise, provided however, that an owner may place on his
25 improved lot “For Sale” signs, “For Lease” signs, or “For Rent” signs so long as
they are of reasonable dimensions.

26 **24.** Mohave County Development Services is not a party to the CC&Rs and therefore,
27 according to Christine Ballard of Mohave County Planning and Zoning (hereinafter “Ballard”),
28 “the County is not bound by the document nor can they enforce them”. However, Mohave

1 County Planning and Zoning generally does abide in the Zoning Specifications which is Special
2 Development Residential with setbacks at twenty feet in front and back, and five feet on the
3 sides.

4
5 **25.** The CC&Rs clearly cite on page 900 that the zoning is Special Development
6 Residential (SD-R). SD/R zoning was approved in 1989 with Res. 89-116 and the County
7 approved a setback reduction to twenty feet front and rear for Desert Lakes. The setbacks were
8 “clarified” in 1993 with Res. 93-122.

9
10 **26.** Mohave County fraudulently changed the SD/R zoning from Agricultural to
11 SD/RO in 1998 for Tract 4163 with approval for ten foot rear yard setbacks. Collusion in the
12 fraud are Defendants Kukreja and Azarmi. Azarmi is the voice of Ludwig Engineering
13 Associates, Inc. that created the 32 lot plat with ten foot rear yard setbacks for Tract 4163.
14 Azarmi now claims 100% of Tract 4163 lots have setback violations and is claiming
15 abandonment that he caused.

16
17 **27.** Kukreja is being sued for zoning Fraud in CV 2022 00177 that led to Plaintiff’s
18 ten foot rear yard setback damage. Kukreja is being sued in this case for his part in support of the
19 abandonment claim for 100% of Tract 4163 having ten foot setbacks and including Kukreja’s
20 2019 Affidavit with suspect tampering of the notary’s date.

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

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

1 **29.** A ten foot back yard setback that is adjacent to an existing structure that was built
2 with a twenty foot setback or is adjacent to an undeveloped lot amounts to a taking of views and
3 related property value from an adjacent property owner. This is where self-serving motives of
4 one builder can result in the harm of others and which is why CC&Rs are written to protect the
5 property values of everyone in the subdivision.
6

7 **30.** Real Estate law does not require full-disclosure of setback violations by the seller.
8 According to the Arizona Department of Real Estate the Sellers Property Disclosure Statement
9 (SPDS) is recommended but not required.
10

11 **31.** Defendants have caused multiple victims for setback violations in Desert Lakes
12 Tract 4076-B and Tract 4076-D as built by Fairway Constructors for Azarmi's family and
13 associates. Now Azarmi wants to claim abandonment of the setback servitude. Multiple
14 Defendants have unclean hands in collusion with Azarmi.
15

16 **32.** If Fairway Constructors, Inc. is allowed to continue the practice of violating the
17 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
18 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
19 owners who decide to do as they please within the subdivision.
20

21 **33.** Azarmi admits he has built over 700 homes in the area in the past 26 years and
22 then states there are setback violations in the whole project. Azarmi has been well-aware of the
23 CC&Rs and as a major developer in the Desert Lakes Community there is a high level of
24 concern that he did indeed violate the CC&Rs on other homes in Desert Lakes and sold those
25 homes to unsuspecting buyers without full disclosure of his deliberate CC&R violations.
26

27 **34.** The Special Development Residential zone cannot be arbitrarily changed to R-1
28 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to

1 15 feet (15'). Azarmi's alternative plan for reduced setbacks in the entire Desert Lakes
2 Community was to propose that all of the properties be bundled together for the purpose of an
3 Amendment to a former Board of Supervisors (hereinafter "BOS") Resolution (Res. 93-122).
4
5 The amendment was denied by the BOS on October 3, 2016 and yet some employees of Mohave
6 County continue to issue permits under the cover of Ord. 37.C.4. The denial of Res. 2016-125 is
7 clear that Res. 93-122 continues to govern setbacks in Desert Lakes. Denial of Res. 2016-125 on
8 page 2 at paragraph 2 states:

9
10 "Whereas, as of December 2, 2015 revisions to the Mohave County Zoning Ordinance
11 took effect including Section 35.B **Setbacks and Area Requirements**. This section of
12 the zoning ordinance was revised per Mohave County Ordinance 2015-07. The revisions
13 reduced the front yard setback from 20 feet to fifteen feet and reduced the rear yard
14 setback from 25 feet to 15 feet on residentially zoned properties. However, the new
15 setbacks did not apply to properties located in the Desert Lakes Subdivision because the
16 setbacks within the subdivision were set by BOS Resolution No. 93-122. In order to
17 change the setbacks within the Desert Lakes Subdivision, an amendment would have to
18 be made to the resolution, and..."

19
20 The denial goes on to disclose that Azarmi's proposal for Res. 2016-125 for the
21 amendment to Res. 93-122 was mailed to owners of 792 parcels in Desert Lakes and discloses
22 how Azarmi's fellow Planning Commissioners unanimously recommended APPROVAL on
23 September 14, 2016. Plaintiff Knight was among the 792 property owners but she did not receive
24 notice of the Planning Commission hearing. Knight attended the BOS hearing on October 3,
25 2016 and achieved a three to two vote to deny. Azarmi's close ally, Supervisor Moss, now Judge
26 Moss, argued for a vote to Approve.

27
28 **35.** Had it not been for the plan to try to reduce setbacks in the entire Desert Lakes
Community, Azarmi and Ludwig would most likely have gone about their business of violating
the CC&Rs one home at a time. However, the County decided to accommodate Azarmi's
alternative idea for reduced setbacks and the information stream that followed revealed an attack

1 specifically on the Desert Lakes CC&Rs. This attack was not subject to CC&Rs in Los Lagos or
2 South Mohave Valley. It was specifically directed at Desert Lakes where Plaintiff's research
3 found the Azarmi and Ludwig families owned over twenty (20) unimproved lots.
4

5 **36.** The BOS Resolution Amendment was a very expensive process of petitioning
6 every property owner in Desert Lakes asking for a signed Waiver to release the County of any
7 liability for diminished property values as a result of requesting setback reductions for their
8 parcel. Waivers were received for approximately one hundred eighty (180) parcels, developed
9 and undeveloped, for reduced setbacks in the Desert Lakes Community.
10

11 **37.** Those one hundred eighty (180) parcel numbers were published, signage was
12 posted at each lot, and scheduling began for public hearings before the County Planning
13 Commission. The final vote before the BOS was scheduled for October 3, 2016. Azarmi paid no
14 fees for his proposal according to Director Hont in response to the question posed by Supervisor
15 Johnson on October 3, 2016. According to the new Director Walsh, the cost to the taxpayers of
16 Mohave County is estimated to be \$12,500 for all of the labor and materials as paid from the
17 General Fund.
18

19 **38.** Plaintiff, in an effort to protect her own property value, and all property owner's
20 values in the Desert Lakes Golf Course and Estates subdivision from a change in setback
21 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
22 Amendment. Upon a clear understanding of the impact the BOS Resolution would have on
23 property values and views for adjacent lots, plus the lack of full-disclosure of the legal risk for
24 property owners who unknowingly took advantage of the setback reduction, the Plaintiff
25 composed a letter to the BOS and read it to the BOS in Kingman on October 3, 2016.
26
27
28

1 **39.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
2 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
3 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
4 that politics was playing a role for Azarmi's benefit and a Senator in the audience, Senator
5 Donahue, approached the Plaintiff after the meeting thanking her for her research and exposure
6 of the issues with the proposed BOS Resolution Amendment. Thankfully three Honorable
7 Supervisors voted to DENY the BOS Resolution.
8

9 **40.** Although denied, the County refused to send letters to the affected lot owners.
10 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
11 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
12 potential witness in this case that Azarmi's wife, Azar Jamnejad, claims they won the setback
13 reduction.
14

15 **41.** The Plaintiff subsequently found a relatively inexpensive method to do a mass
16 mailing of a letter to residents of the Desert Lakes Community. The letter was printed and mailed
17 by "Every Door Direct Mail" to 617 addresses in Desert Lakes on or about April 1, 2017. There
18 has never been a Homeowner Association for enforcement. Residents were pleased to learn they
19 had recourse for what was feared of becoming a blighted community.
20

21 **42.** A highly credible positive response to the mass mailer was received from a Real
22 Estate professional dated April 6, 2017. It read in part: "We have lived in Desert Lakes for about
23 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
24 your efforts." This professional real estate opinion provided the Plaintiff with confidence that
25 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
26
27
28

1 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
2 Community for years to come.

3 **43.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
4 homes that were built by Defendants in order to identify the extent to which the Defendants have
5 violated or caused to violate the CC&Rs.
6

7 **44.** The CC&Rs were established in 1989 for Phase I, Tract 4076-A and was applied
8 with substantially identical language to all subsequent alphanumeric tracts that were added in
9 1989 for said Tract 4076-B and in later years. Title companies cite the CC&Rs, the Arizona
10 Department of Real Estate informs subsequent subdividers/developers of the existence of the
11 CC&Rs, and Mohave County Development Services sends copies of the CC&Rs to property
12 owners on request. The CC&Rs run with the land and have never been revoked or amended. The
13 CC&R contract cites in Paragraph 18 Book 1641 Page 899:
14

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

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

26
27 “If there shall be a violation or threatened or attempted violation of any
28 of the foregoing covenants, conditions or restrictions it shall be lawful
for Declarant, its successors or assigns, the corporation whose members
are the lot owners or any person or persons owning real property located

1 within the subdivision to prosecute proceedings at law or in equity against
2 all persons violating or attempting to or threatening to violate any such
3 covenants, restrictions or conditions and prevent such violating party from
4 so doing or to recover damages or other dues for such violations. In addition
5 to any other relief obtained from a court of competent jurisdiction, the
6 prevailing party may recover a reasonable attorney fee as by the court.

6 **46.** For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi
7 and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person
8 has no recourse except to remedy the violation in a Court of Law. Failure on the part of persons
9 who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of
10 another party to seek CC&R enforcement in a Court of Law. Below is the non-waiver clause.
11 Plaintiff Knight is not required to sue every property owner in Desert Lakes who has a violation.
12 Plaintiff is not prosecuting the Indispensable Parties in this case.
13
14 Paragraph 20 of the CC&Rs sets forth:

15
16 "No failure of the Trustee or any other person or party to enforce any of the
17 restrictions, covenants or conditions contained herein shall, in any event, be
18 construed or held to be a waiver thereof or consent to any further or succeeding
19 breach or violation thereof."

19 **ORIGINAL COUNT ONE (Dismissed)**

20 **COUNT TWO**
21 **INJUNCTIVE RELIEF**

22 **47.** Plaintiff incorporates herein by reference all allegations of Count One of this
23 Complaint as though fully set forth herein.

24 **48.** Plaintiff has a strong likelihood of success on the merits of the violations of the
25 CC&Rs as set forth herein.

26 **49.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
27 Defendants from all current signage and future signage violations on unimproved lots.
28

1 **56.** Pursuant to Section 4, “All buildings on lots not adjacent to the golf course being
2 lots shall have a minimum of one thousand four hundred (1,400) square feet of living space,
3 exclusive of garages, porches, patios, and basements....” Rovno’s lots 10 and 11 in Block F are
4 not adjacent to the golf course as described below and the Casita has only 918 Sq. Ft of livable
5 space.
6

7 **57.** Pursuant to Section 6, “All buildings and projections thereof on lots not adjacent
8 to the golf course being Lots... Block F, Lots 1,2,3,4,...10, 11,... 21, and 22...shall be
9 constructed not less than twenty feet (20’) back from the front and rear property lines and five
10 feet (5’) from side property lines...”
11

12 **58.** Pursuant to Section 16, “... Multiple family dwellings ... are expressly forbidden.
13 Rovno’s Casita is a detached multi-family dwelling situated on one buildable lot and is expressly
14 forbidden. It is a one bedroom unit with a full bathroom, full kitchen, and living room. The
15 Casita does not qualify as an accessory structure pursuant to Mohave County Section 37 where
16 all accessory structures on lots smaller than 0.5 acres must be attached to the principle residence
17 with a connecting roof line. Rovno’s lot is only 0.33 acres.
18

19 **59.** Pursuant to Section 5 (v), “All buildings shall have: ...a closed garage with
20 interior dimensions of no less than twenty (20) feet. The Rovno Casita has an open carport.
21

22 **60.** Pursuant to Section 19, “Invalidation of any of the restrictions, covenants or
23 conditions above by judgment or court order shall in no way affect any of the other provisions
24 hereof, which shall remain in full force and effect. Therefore, even if this case results in a jury
25 ruling of abandonment of some yet to be disclosed sections of the Declarations, the Rovno
26 second dwelling unit must be remedied. Further, the second dwelling unit does not qualify as an
27 accessory structure that is considered normally incidental to single family residences as stated in
28

1 the Declaration at Article II B (1). “The zoning is Special Development Residential SD-R Single
2 Family Residential.” “Uses permitted includes accessory structures normally incidental to single
3 family residences.” Pursuant to Mohave County § 37.P. Accessory Residence Requirements at
4 paragraph 2 (k.) “For lots less than one-half acre (.5), the Accessory Residence shall be attached
5 to or within the primary structure and have the same roofline.”
6

7 **61.** The June 14, 2021 Building Permit Application for the Casita lists the zoning as
8 SD/R. The owner signature and owner applicant is Judith Rovno.
9

10 **COUNT FOUR**
11 **VIOLATION OF COUNTY ZONING AND RESOLUTION 93-122**

12 **62.** Over one hundred property owners signed up with the County for setback
13 reductions through a proposed BOS Resolution Amendment as raised by Azarmi. The County
14 refused to send letters to the parcel owners who signed up for the setback reduction to inform
15 them that the BOS Resolution was Denied. Misinformation that setbacks were reduced needs to
16 be refuted in a Court of Law with CC&R enforcement proceedings and remedies that will rectify,
17 visually or financially, any false impressions that have been spread by word-of-mouth in the
18 community.
19

20 **63.** A fraudulent zoning change was applied for and approved for Tract 4163 that has
21 resulted in Plaintiff Knight’s damages. The proponent was Defendant Kukreja acting in the
22 capacity of an owner of 1043 Arizona Properties, LLC in 1998 and in collusion with Mohave
23 County by claiming the land was zoned Agricultural Residential. In truth, the land had been
24 zoned Special Development Residential for eleven years prior to 1998 pursuant to Res. 89-116.
25 Parcel VV was a part of Phase II delineated on the 1988 Preliminary Plat that created the 300+
26 acre Desert Lakes Golf Course & Estates Subdivision Tract 4076.
27
28

1 of possession due to the County issuing a permit and refusing to revoke the permit with several
2 land use regulations applicable after Knight purchased her home.

3 **70.** Statute §12-1134 is applicable for Injunctive Relief for Ordinance 37.C.4. with a
4 reduction in the value and nature of Knight's subdivision as the County continues to issue
5 permits in violation of Res. 93-122 and in an apparent collusion attempt to support Azarmi's goal
6 for a ruling of abandonment of the Desert Lakes CC&Rs.
7

8 **71.** An appropriate sum certain value is based on the number of APNs that were
9 issued permits as known to date from Plot Plans acquired by the Plaintiff through Requests for
10 Public Information. The sum certain value is conservatively requested to be \$540 per home
11 permit issued in Tracts 4076-B and 4076-D for Jamnejad, Grice, Sanaye, Rovno, Messer,
12 Alestra, Ndeche, Glen Ludwig, Colorado River Signature Homes, Accurate Home, Abbe, plus
13 \$140 for Accurate Construction of a detached garage, and \$140 for Gauthier's Arizona Sun
14 Room. The total sum certain value is \$6,220 to be revised at time of trial for additional permits
15 issued after November 2022.
16
17

18 **72.** Statute §12-1134 is applicable for loss of possession of real property due to
19 Mohave County issuing a permit to trespass and refusing to revoke the permit with several land
20 use regulations placed in effect after Knight purchased her home. The sum certain value of loss
21 from the trespass permit is the cost of a survey to prove Knight's ownership that is \$1,400.
22

23 **73.** Statute §12-1134 is applicable for Injunctive Relief for Ordinance 37.C.4. with a
24 reduction in the value and nature of Knight's subdivision as the County continues to issue
25 permits in violation of Res. 93-122 and in an apparent collusion attempt to support Azarmi's goal
26 of a ruling of abandonment of the Desert Lakes CC&Rs. The sum certain value of \$60,000 for a
27 reduction in the value and nature of Knight's home if abandonment is granted to the Defendants.
28

1 This sum certain value is conservatively requested to be 10% of the home's market value of
2 \$600,000 that has a comp from the sale of the Grice home by Unipan for \$500,000 on a small
3 single lot with a small swimming pool and no RV hookup.

4
5 **74.** Knight needs to Amend the Complaint for a sum certain value of \$1,400 for her
6 survey to prove a taking of her property for the private use of her adjacent neighbor.

7 **75.** Our Arizona Constitution and the U.S. Constitution protects private property from
8 takings given to another private person that does not need to be an eminent domain taking. The
9 permit to trespass by an adjacent neighbor for his private use was an abuse of our Constitution by
10 Mohave County. The excuse that they cannot deny a permit is fraud, in the opinion of the
11 Plaintiff.
12

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

14 **76.** Finding that Defendant Rovno violated the Tract 4076-B Declaration of
15 Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates with remedy to
16 be determined by the Court or Jury at Trial.

17 **77.** For just compensation from Mohave County as set forth above to be determined
18 at time of Trial pursuant to the Jury's decisions for violations of Res. 93-122 in conjunction with
19 violating Statute 12-1134 for Ord. 37.C.4. that was approved in 2016 after Plaintiff purchased
20 her home in 2010.

21 **78.** For an injunction immediately and permanently removing all Fairway
22 Constructors signage on unimproved lots that is in violation of Desert Lakes Golf Course and
23 Estates Tract 4076-B_CC&Rs.

24 **79.** For lost value and nature of Plaintiff's real property in the event abandonment is
25 granted by the jury to be paid by all parties who caused or participated in the abandonment claim
26 including but not limited to Mohave County, Rovno, Ludwig, Sanaye, Azarmi, and Jamnejad up
27 to \$60,000 in lost protective value.
28

