

1 to enforce the CC&Rs governing Tract 4076-B as complained of in Count 2 of the
2 Plaintiff's Complaint."

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4 On August 24, 2018 the Court commented on several points in pleadings made by
5 both the Defendants and the Plaintiff. The defendant's objected to the plaintiff's motion
6 to amend orders 3 and 4 and also filed an objection to an amended complaint that the
7 Plaintiff had not filed. The court said, "The Court is unclear why the defendants treated
8 the motion to amend the order as a motion to amend the complaint". The Plaintiff had
9 Replied to both objections however the court selected only one and did not consider the
10 Reply with the evidence showing a rear yard setback for new home construction in
11 violation of the CC&Rs in Tract 4076-B. The Court also noted that the defendants argued
12 against enforcement of "for sale" signs citing statutes. The Court noted that neither party
13 submitted a proposed statement of facts or exhibits. The Plaintiff did refute the "for sale"
14 sign statutes issue in her Reply to Defendant's Response to Compel Initial Disclosure on
15 or about August 16, 2018 however a good faith effort in person and not by email was
16 required by the movant (Plaintiff) and therefore these facts were not considered.

17 Noteworthy regarding the statutes is that these undeveloped lots could be "rented" for
18 parking lots in the absence of clarification from the legislature. The Plaintiff sincerely
19 doubts that the statutes were intended to provide lot owners with "for rent" or "for lease"
20 abilities that would conflict with the constitutional rights of adjacent home owners. Mr.
21 Oheler has apparently chosen to view the statutes differently. The Court noted that the
22 Plaintiff stated in some responsive pleadings that the defendants violated a preliminary
23 injunction. The Court stated it was unaware of any injunctive relief that was issued
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1 against the defendants. The Plaintiff is not asking the Court to rule in this matter. The
2 Complaint speaks to the defendants who are obliged to abide in the Court Order granting
3 the Plaintiff rights to Injunctive Relief. Since they chose not to do so, the Plaintiff is
4 concerned that both the defendants and the plaintiff need clarification of the Plaintiff's
5 rights to preliminary and permanent injunction relief.
6

7
8 Based on the legal definition of a preliminary injunction, the Plaintiff believes the
9 defendants should have been advised by Mr. Oehler that they were prevented from
10 continuing actions in violation of the CC&Rs until a pending outcome in mediation or at
11 trial. The Court's clarification of the Plaintiff's rights would either enforce the Plaintiff's
12 belief or refute it.
13

14 The Court referenced paragraph 62 of her Complaint in the Court's Order denying
15 the Defendant's motion to dismiss, albeit without prejudice. Plaintiff alleges, according to
16 the Court, that she is entitled to injunctive relief regarding other CC&R violations and the
17 Plaintiff now wonders if the allegations are valid or contestable by this Court rather than
18 in mediation or at trial.
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21 The Plaintiff respectfully requests clarification of the Plaintiff's rights both for the
22 preliminary and permanent injunctions cited in Count 2 of her January 22, 2018
23 Complaint and also for clarification of the six other paragraphs that relate to Count One
24 as cited in Count Two for the pertinent paragraph that reads as follows:
25

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

1 Your honor, all of the allegations in Count One regarding the Robert's home have
2 been dismissed with prejudice; however, the six paragraphs citing allegations that are still
3 pertinent today in Count One need clarification in accordance with the law. If a plaintiff's
4 Complaint incorporates herein all allegations, can those allegations be set aside by this
5 Court just because other paragraphs related to a specific home in a Tract other than her
6 own were dismissed with prejudice?

7 The BOS Resolution issue is one such example. It was a threatened and attempted
8 violation for a setback reduction in Tract 4076-B and for which the Plaintiff was put at
9 risk for a CC&R violation that would have affected her property value had she taken the
10 BOS Resolution Packet offer that was addressed to her home (refer to Exhibit 2) and had
11 built an RV garage with the less restrictive setback. Defendant Azarmi has been
12 identified as the proponent of the BOS Resolution, both before the Planning Commission
13 at their September 2016 meeting and by the Director of Development Services, Mr. Tim
14 Walsh in an email to the Plaintiff in 2018.

15 In an effort to save the Court the trouble of reading all allegations here, the
16 plaintiff merely cites the paragraph numbers and will expand on them in detail as Textual
17 Exhibits for review if the Court so desires to read more. The six paragraphs in Count One
18 that were expected to be incorporated herein for Count 2 are paragraphs 36, 42, 47, 51,
19 53, and 54.

20 There are four paragraphs in Count Two that are pertinent today. Paragraphs 59,
21 61, 62, and 63. The Court did reference paragraph 62 in its August 24, 2018 Order noting
22 that the defendants motion to dismiss referred only to the plaintiff's signage complaints
23 and did not address her allegation that she was entitled to injunctive relief regarding other
24 CC&R violations.

25 Clarification that the Plaintiff is entitled to all allegations cited herein or whether
26 she is only entitled to specific allegations would be most helpful as the parties move
27 forward with Initial Disclosures and Supplemental Disclosures.
28

1 SUMMARY

2 There are many issues with Mr. Oehler's June 11, 2018 Findings and Order
3 including a misleading title that may have led the Court to believe it was only for Count
4 One of the Plaintiff's Complaint. These June 11 Court Orders included the Plaintiff's
5 Count Two and is apparently susceptible to more than one interpretation of the claims
6 and Counts given Mr. Oehler's continuous motions for attempts to take the Plaintiffs
7 rights.
8

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10 Dismissal pleadings have caused substantial delays. Since inception of the
11 Complaint, attorney Oehler has sought to dismiss the entire matter. In this most recent
12 pleading for dismissal Mr. Oehler knew full well that his clients are building a new home
13 in Tract 4076-B in violation of the CC&Rs and that the "Build to Suit" signage is
14 business advertising and is not a "for sale" sign. Mr. Oehler has the home's plot plan and
15 the photo of the signage as exhibits.
16
17

18 It is confusing to the Plaintiff given that her standing is constantly being attacked
19 and she has no clarification of her adjudicated rights that were granted in Oral Arguments
20 on April 2, 2018 and then supported with the Court Order on June 11. Clarification of the
21 Plaintiff's rights is therefore respectfully requested especially with consideration of the
22 attached exhibits for the new home construction permit (4 pages) and the business
23 advertising signage photograph with evidence of lot ownership as taken from the supra
24 exhibit for all the parcel numbers in the County spreadsheet for Tract 4076-B and for
25 those owners who submitted the completed paperwork for the October 3, 2016 BOS
26 Resolution (4 pages). The BOS resolution issue also needs clarification of rights.
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1 **Exhibit 1:** Photo of Fairway Constructor's business advertising signage in Tract 4076-B
2 on Lipan Blvd. The address of this lot is found on a Fairway Village Center
3 advertisement and ownership of the lot is found in the Mohave County provided
4 spreadsheet for the lots that were sent the BOS Resolution packet and those that returned
5 the completed paperwork. The truncated section of the spreadsheet that is provided to the
6 Court in this exhibit is only for Tract 4076-B lots. 4 pages

Exhibit 1
4 pgs

BOUNDED TO SUITE

929-888-7777

New Homes by:
Prestige

Sales and Marketing by:
BOUNDED
EMPLOYMENT SERVICES ©



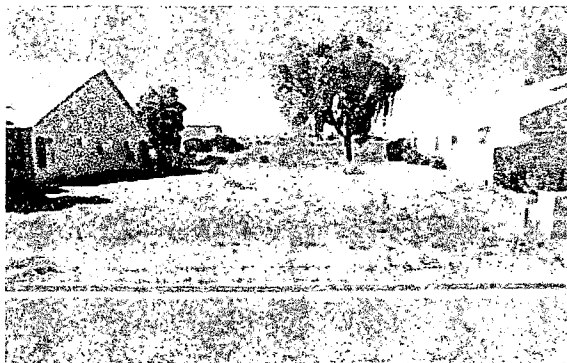
04.04.2018

Exhibit 1

BUILD
TO SUIT
1-888-777-7777
www.bldg.com

RENT

04.04.2018



1933 E Lipan Blvd, Fort Mohave

BEDS	LAST UPDATED
TOTAL BATH	YEAR BUILT
GARAGE SPACES	COUNTY Mohave
LOT SQFT 6,098	STATUS
APX LIV SQFT	COMMUNITY

Twp/Rng/Sec: 19N/22W/35

PARCEL ID 226-13-082

TRACT/BLK/LOT 4067B/F/91

↑ Transposed 4076-B

Fairway Constructors, Inc.

5890 Highway 95, Ste. B

Fort Mohave, AZ 86426

Phone: 928-768-4443 or FAX: 928-768-7086

PLAINTIFF

Tract 4076-B

226-23-009A	KNIGHT WILLIAM R & NANCY L JT	
226-23-010A	EDWARDS RICKY D JR & CHELSEE R	
226-23-012A	FLORES RUBEN A & LUPE SALVADOR CPWRS	
226-23-013A	HILLIER BARRY G & JUDY M CPWRS	
226-23-015A	HIRSCHER WAYNE D & DIANE E	
226-23-016A	HOUSWORTH GLENDALE C & DOROTHEA I JT	
226-23-018A	GILLMAN DENNIS R & MARGARET M JT	
226-23-019	MCCLELLAND JOHN N JR & SHERRY A JT	
226-23-020A	PERDUE ROBERT A	
226-23-022A	MC KEAN THOMAS & DONNA JT	
226-23-023A	MONTOYA KEITH & DONNA CPWRS	
226-23-025A	GARCIA FRED & ROSE CPWRS	
226-23-026	GOODEN TAVARES & FIKE TESS	
226-23-027	PIERCE WENDY	
226-23-028	FUHRMEISTER GARY L & MONICA A	
226-23-029	BURDEN DENNIS B & ZOSIMA CPWRS	
226-23-030	KINSER KATHLEEN R TRUSTEE	
226-23-031	JUNG DANIEL R JT 50	
226-23-032	DEBERRY MICHAEL D, HEIDEMAN DOUGLAS P &	
226-13-001	Pioneer Title TR 9051	5861 S DESERT LAKES DR
226-13-008	LUDWIG GLEN L & PEARLE A TRUSTEES	5903 S DESERT LAKES DR
226-13-025A	RITCHIE CHARLES & VICTORIA	1851 E FAIRWAY BND
226-13-036	Pioneer Title TR 9051	1812 E FAIRWAY CIR
226-13-037	Pioneer Title TR 9051	1816 E FAIRWAY CIR
226-13-038	Pioneer Title TR 9051	1820 E FAIRWAY CIR
226-13-039	Pioneer Title TR 9051	1828 E FAIRWAY DR
226-13-082	LUDWIG GLEN L & PEARLE A TRUSTEES	1933 E LIPAN BLVD
226-13-083	FAIRWAY CONSTRUCTORS	1927 E LIPAN BLVD
226-13-141	JAMNEJAD PARVIN	1981 E FAIRWAY PL
226-13-149	LUDWIG GLEN L & PEARLE A TRUSTEES	1988 E DESERT GREENS DR
226-13-157	AZARMI AMIR CPWRS ETAL	1936 E DESERT GREENS DR

← DEFENDANTS (See Photos)

1 **Exhibit 2:** Permit for the Grice home currently under construction on Lipan Blvd. in
2 Tract 4076-B with a setback of twelve feet rather than the required twenty feet.

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MOHAVE COUNTY
DEVELOPMENT SERVICES
BUILDING DIVISION

Exhibit 2
4 pgs

P.O. Box 7000 Kingman, Arizona 86402-7000 3250 E. Reno Ave, Kingman www.mohavecounty.us Telephone (928) 757-0900 FAX (928) 757-3577
1130 E. Hancock Rd. Bullhead City, Arizona, 86442 Telephone (928) 758-0707 FAX (928) 763-0870

Timothy M. Walsh, Jr., P. E.
Department Director

Edward Kulik
Chief Building Official

BUILDING PERMIT

BI D-2018-00589
PERMIT NUMBER

LEGAL: TRACT 4076B DESERT LAKES GOLF COURSE AND ESTATES BLK E LOT 107 CON 1 6500 SQ FT

ADDRESS: 1839 LIPAN BLVD FORT MOHAVE, AZ, 86426
ASSESSOR PARCEL#: 226-13-098 ZONING: SD RO

Applicant: FAIRWAY CONSTRUCTORS
Mail to: 5890 HIGHWAY 95 STE A FORT MOHAVE, AZ 86426
Phone: 9287684443

Owner: JORDAN & GINA GRICE
Address: PO BOX 206 GARIBALDI, OR
Phone:

TYPE OF IMPROVEMENT: NEW SEWER, GARAGE, COVERED ENTRY, COVERED PATIO

CONTRACTORS:

Contractor Type: CONTRACTOR License #: 090937
Business Name: FAIRWAY CONSTRUCTORS
Contractor Name: MEHDEAZARI
Address: 5890 HIGHWAY 95 STE A FORT MOHAVE, AZ 86426
Phone 1: 9287684443 Phone 2: Fax: Email: TRACY@FAIRWAYCONSTRUCTORS.COM

ENVIRONMENTAL HEALTH DIVISION

Septic Permit #: SEWER

FLOOD CONTROL DIVISION

PEI #: FCP-2018-00711
FUP #: NOT REQUIRED

I UNDERSTAND THAT THE RECEIPT OF THIS APPLICATION BY MOHAVE COUNTY DEVELOPMENT SERVICES DOES NOT IMPLY APPROVAL, AND THAT THE PROPOSED IMPROVEMENT(S) WILL COMPLY WITH THE MOHAVE COUNTY ZONING ORDINANCE AND ALL APPLICABLE BUILDING CODES.

Signature: Daniel H. [Handwritten Signature]

Date: 5-7-18

Expiration of the Building Permit shall comply with Section 105.5 of the International Building Code. "Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced"

- 1. Any structure built within 1 foot of the minimum setback is subject to a request by the building inspector for a survey. Two copies of the survey are to be turned into the building department: one copy is to be an original wet stamp by an Arizona registered Land Surveyor and the second may be a copy. If requested, the survey needs to be current.
2. All structures are required to have a string line run for measurement.

REQUIRED CONDITIONS (if any)

[Empty rectangular box for required conditions]



MOHAVE COUNTY DEVELOPMENT SERVICES BUILDING DIVISION

P. O. Box 7000 Kingman, Arizona 86402-7000 3250 E. King Ave, Kingman www.mohavecounty.us Telephone (928) 757-0903 FAX (928) 757-3577
1130 E. Hancock Rd. Bullhead City, Arizona 86442 Telephone (928) 758-0707 FAX (928) 763-0870

Timothy M. Walsh, Jr., P. E.
Department Director

Edward Kulik
Chief Building Official

DATE APPLIED: 05/21/2018

DATE APPROVED:

DATE ISSUED:

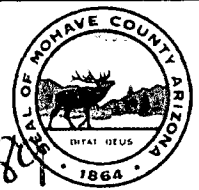
5/7/18

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

BHC

**Mohave County
Permit Application Worksheet
Residential**

Date 3-21-18
Project # _____
Permit # BLD 2018-005809



PLOT PLANS MUST BE NO LARGER THAN 8 1/2" X 11"
NOTE: Shaded areas are for county use only.

1. Type of Improvement: NEW HOME CONSTRUCTION

2. Applicant's name: Fairway Constructors Inc
Mailing address: 5890 S. Hwy 95, Suite A
City: Fort Mohave State: AZ Zip: 86426

2A. Contact Name: MEHDI AZARMI PHONE: 928-303-4443
Fax Number: _____ Email: mehdi@fairwayconstructors.com

3. Property Owners Name: JORDAN & GINA GRICE
Mailing Address: _____
City: _____ State: _____ Zip: _____
Fax Number: _____ Email: _____

4. SITE LOCATION ADDRESS: 1839 E LIPAN BLVD
House No Street Dir Street Name:

5. Legal Description:
Assessor Parcel Number: 2 2 6 1 3 0 9 8 Parent Parcel: Yes
Subdivision Name: DESERT LAKES Corner Lot: Yes
Unit/Tract/Block/Lot: _____ -- 4076-B -- F -- 107
Township/Range/Section: 19N -- 22W -- 35

6. Plot Plan Drawing (see instructions on plot plan form) CONTAINS REVIEW AGREEMENT 014

Public Works, Flood Control Division

7. Is there an existing structure? YES NO

7A. Previous PFI#: _____ Previous FUP#: 11-103-2018

FLOOD \$ _____

Environmental Health Division

8. Is this an existing system? YES NO

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

9. Septic Tank Size: _____ Manufacturer: _____

10. Septic Contractor: _____ License #: _____
Or Owner / Builder: YES NO

11. Water Source: _____

Number of bedrooms: _____
Number of fixture units: _____

Planning & Zoning Division

12. Zoning: S01120

13. Mobile Home or Recreational Vehicle Information:
Make: _____ Size: _____ of beds: _____ Year: _____
State #: _____ HUD or VIN: _____
Mobile Home Installer Name: _____
License #: _____ Address: _____
Phone: _____

14. Water Source: _____

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

16. Contractor Information (Names & License #'s)
- General Contractor: Fairway Constructors License #: ROC090937
- Electrical Contractor: HTWT Electric License #: ROC149809
- Plumbing Contractor: Action One Plumbing License #: ROC165642
- Mechanical Contractor: River Valley License #: ROC200411

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

18. Bond Exemption: 08021772

Vacant New SPR

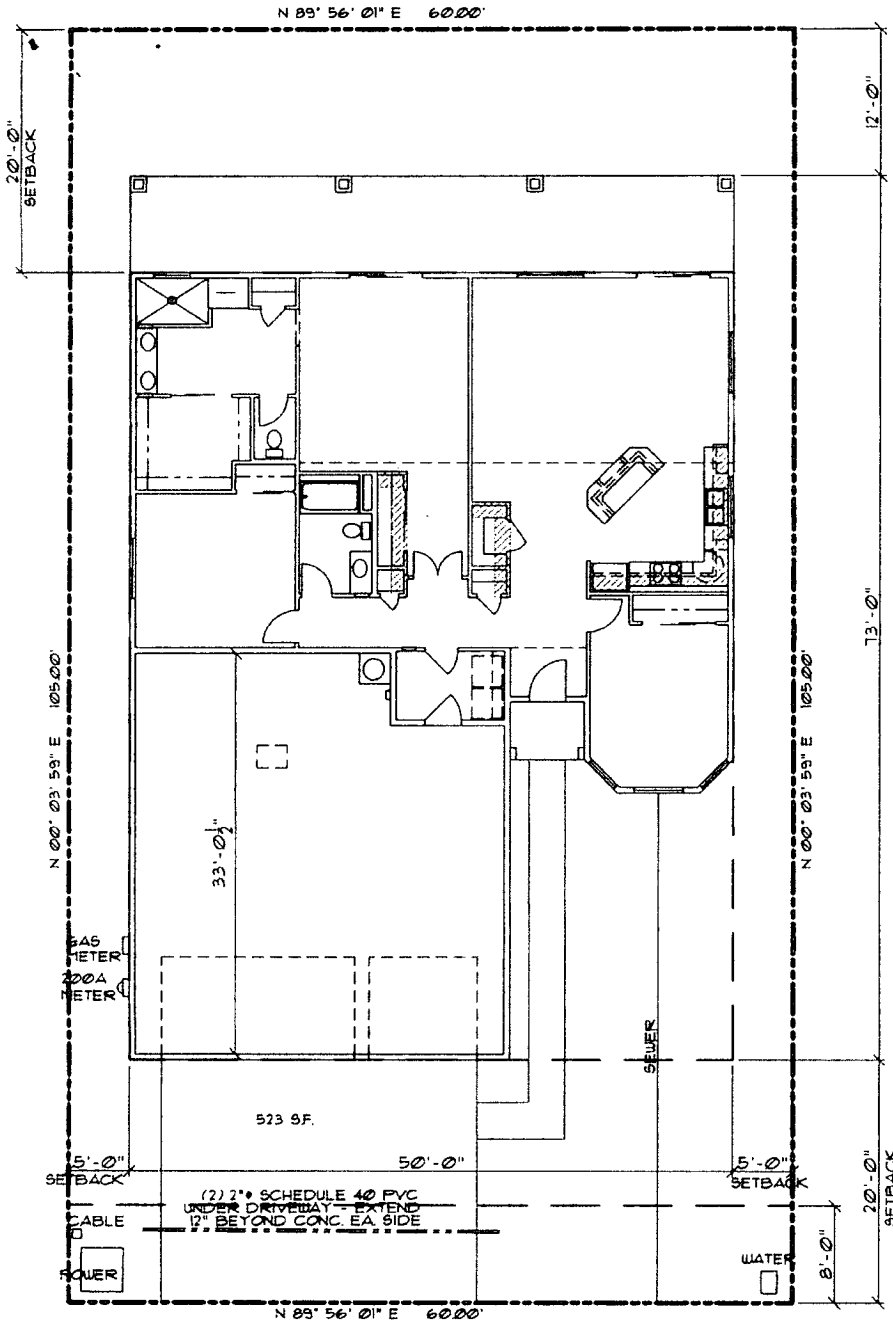
ZONING \$ _____
BLDG \$ 1264-
P/C \$ 316-
AUTOMATION FEE \$ 40.00
OTHER \$ _____
SUBTOTAL \$ 1620-
DEPOSIT <\$ 540.2038 ^{CIC}
BAL DUE \$ 1080-

(Handwritten initials)

Note: Must provide construction drawings for Development Services application (Residential - 2 complete sets)
179302991.50 - SPR
99402829.77 - Garage
29302922.57 - covered

BUD 2018-00589

FILE COPY



NORTH



1839 LIPAN BLVD
 APN: 226-13-098

Desert Lakes
 4076B BEK F 104107

M

1 **Exhibit 3:** Textual Evidence pasted up from paragraphs in the January 2018 Complaint.

2 *Italicized notations are included when pertinent.*

3 36. A postmark of June 16, 2016 shows that after the May 18, 2016 BOA
4 meeting where Azarmi had raised the issue of bundling the Desert Lakes
5 properties for a BOS Resolution Amendment, the County began the very
6 expensive process of petitioning every property owner in Desert Lakes
7 asking for a signed Waiver to release the County of any liability for
8 diminished property values as a result of requesting setback reductions
9 for their parcel. Waivers were received for approximately one hundred
10 eighty (180) parcels, developed and undeveloped, for reduced setbacks in
11 the Desert Lakes Community. Those one hundred eighty (180) parcel
12 numbers were published, signage was posted at each lot, and scheduling
13 began for public hearings before the County Planning Commission. The
14 final vote before the BOS was scheduled for October 3, 2016.

15 *The Plaintiff has since provided the court with a breakdown of the addresses
16 in Tract 4076-B that received the packet and the list of the parcels in Tract
17 4076-B that applied for the setback reduction.*

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

27 47. In Discovery and Disclosure, plaintiff will be seeking permit drawings
28 for all homes that were built by Defendants in order to identify the extent
to which the Defendants have violated or caused to violate the CC&Rs.
Today this paragraph only relates to Tract 4076-B.

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

53. Over one hundred property owners signed up with the County for
setback reductions through a proposed BOS Resolution Amendment as
raised by [Defendant] Azarmi at the BOA meeting. The County refused
to send letters to the parcel owners who signed up for the setback
reduction to inform them that the BOS Resolution was Denied.
Misinformation that setbacks were reduced needs to be refuted in a

1 Court of Law with CC&R enforcement proceedings and remedies
2 that will rectify, visually or financially, any false impressions that have
3 been spread by word-of-mouth in the community.

4 *Today this paragraph only relates to Tract 4076-B.*

5 54. It is the responsibility of the builder to comply with the CC&Rs and,
6 in the absence of an HOA, enforcement proceedings in a Court of Law
7 is left to the discretion of any property owner.

8 Pertinent paragraphs for COUNT TWO include:

9 59. Plaintiff incorporates herein by reference all allegations of Count One
10 of this Complaint as though fully set forth herein. *Today this paragraph
11 only relates to Tract 4076-B as cited in above paragraphs.*

12 61. Plaintiff is entitled to preliminary and permanent injunctions
13 enjoining Defendants from all current signage violations on unimproved
14 lots. *Today this paragraph regarding signage only relates to Tract 4076-B.*

15 62. Plaintiff is entitled to preliminary and permanent injunctions enjoining
16 Defendants from any existing or future violations of the CC&Rs including
17 but not limited to setback reductions and signage on unimproved lots.
18 *Today this paragraph only relates to Tract 4076-B.*

19 63. Plaintiff is entitled to reasonable monetary compensation that does not
20 exceed the jurisdictional limit of the Court including but not limited to filing
21 fees, compensation for hours of research, emails, letters and postage, and
22 physical and emotional distress from the battle to protect her Desert Lakes
23 Community from CC&R violations. The amount found due by a jury herein
24 or found due by judgment of the Court.

25 Pertinent paragraphs for Judgments at time of trial includes:

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

27 A. Finding that Defendants violated the Declaration of Covenants, Conditions
28 and Restrictions for Desert Lakes Golf Course & Estates.

Today this paragraph only relates to Tract 4076-B.

C. For an injunction immediately and permanently removing all signage on
unimproved lots that is in violation of Desert Lakes Golf Course and Estates
CC&Rs. *Today this paragraph only relates to Tract 4076-B.*

1 D. Plaintiff's recovery of actual and consequential damages in an amount to
2 be determined by the Court or at trial, including, but not limited to,
3 compensation and reimbursement.

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

8 F. A Declaratory Judgment forgiving any CC&R construction violations
9 that were not the fault of the purchaser of the home who unknowingly
10 purchased a home that had been built, in error or deliberately by any builder,
11 as out of compliance with the CC&Rs. *Due to an apparent objection that the
12 Plaintiff was helping other people, today this paragraph only relates to the
13 Plaintiff's home in Tract 4076-B.*

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

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