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

NANCY KNIGHT,

Plaintiff,

vs.

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. B8015CV2018 04003

MOTION
TO
AMEND COMPLAINT

(Oral Argument Requested)

(Hon. Lee Jantzen)

Plaintiff Nancy Knight, by and through her attorney undersigned, hereby moves this Court to allow her to amend her Complaint in this matter. The proposed First Amended Complaint is attached hereto as Exhibit A and in compliance with

1 ARCP Rule 15(a)(4) Plaintiff shows the respects in which the Proposed Amended
2 Complaint differs from the existing Complaint by striking through the text to be
3 deleted and underlining the text to be added.
4

5
6 **I. FACTS**

7 Plaintiff's Complaint was filed on February 22, 2018 against Glen Ludwig
8 and Pearl Ludwig, Trustees of The Ludwig Family Trust; Fairway Constructors,
9 Inc.; Mehdi Azarmi; James B. Roberts and Donna M. Roberts, husband and wife;
10 John Does 1-10; Jane Does 1-10; ABC Corporations 1-10; and XYZ Partnerships
11 1-10.....Since the filing of the Complaint, this Court has determined that the
12 Roberts defendants reside in Tract A and are not subject to the CC&Rs for Tract B
13 of Desert Lakes. Plaintiff has removed the Roberts defendants in her proposed
14 amended complaint and added other defendants residing in Tract B who are in
15 violation of the CC&Rs. As this Court may recall, Plaintiff's counsel undersigned
16 attempted to obtain defense counsel's stipulation to amend the complaint. Defense
17 counsel was unwilling to do so, thus requiring Plaintiff to file this motion.
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22 **II. LEGAL ARGUMENT**

23 Plaintiffs seek to amend their complaint because there are additional
24 residents in Tract B who are violating the CC&Rs at issue in this case. Rather
25

1 than file a separate lawsuit raising substantially similar issues concerning the
2 CC&Rs, in the interest of judicial economy, Plaintiff requests she be allowed to
3 add them to this case.
4

5 Rule 15(a)(2) provides “a party may amend its pleading only with leave of
6 court or with the written consent of all opposing parties who have appeared in the
7 action. Leave to amend must be freely given when justice requires”. Additionally,
8 “the courts generally have been quite liberal about granting leave to replead when
9 the amendment was not interposed for reasons of delay or would not result in
10 prejudice.” *Romo v. Reyes*, 26 Ariz. App. 374, 375, 548 P.2d 1186, 1187 (1976)
11 (quoting 5 Wright & Miller, Federal Practice and Procedure § 1394 at 871).
12

13 Plaintiff was unsuccessful obtaining the consent of all opposing parties who have
14 appeared in this action so she seeks leave of this Court to amend her complaint.
15
16

17 **III. CONCLUSION**

18 Motions to amend pleadings are liberally granted in Arizona. Plaintiff is
19 not interposing the amendment for reasons of delay; she seeks to amend it to
20 reflect that there are additional parties who have acquired their properties from
21 previous owners and are currently in violation of the CC&Rs for Tract B. The
22 proposed First Amended Complaint will not prejudice Defendants. Plaintiff
23
24
25

1 respectfully requests the Court grant her leave to amend her Complaint as set
2 forth in her proposed First Amended Complaint attached hereto as Exhibit A.

3
4 DATED this 12th day of April, 2021.

5 **J. JEFFREY COUGHLIN PLLC**

6
7 By: /s/ J. Jeffrey Coughlin
8 *Attorney for Plaintiff*

9
10 ORIGINAL of the foregoing efiled via eFileAZ
11 this 12th day of April, 2021.

12 Clerk
13 MOHAVE COUNTY SUPERIOR COURT

14 Copy emailed this 12th day
15 of April, 2021

16
17 LAW OFFICES
18 Daniel J. Oehler
19 2001 Highway 95, Suite 15
20 Bullhead City, Arizona 86442
djolaw@frontiernet.net
Attorney for Defendants

21
22
23 By: /s/ Judy Jurecki

EXHIBIT A

EXHIBIT A

EXHIBIT A

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

4 Plaintiff Pro Per

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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; LARRY AND
JUANICE HOGUE, husband and wife;
JORDAN AND GINA GRICE, husband
and wife; UNIPAN DIVINA IRINA;
RONALD AND SHIRLEY MILLER,
husband and wife; MICHAEL AND JUDY
ROVNO, husband and wife; PETER AND
SHIRLEY CHOATE, 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

FIRST AMENDED
COMPLAINT

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

(Breach of Contract, Claim for
Declaratory Relief, Request for
Injunctive Relief)

1
2 COMES NOW Plaintiff ~~Pro Per~~, NANCY KNIGHT, by and through attorney J.
3 Jeffrey Coughlin, for her complaint against the Defendants, for various violations of the
4 Desert Lakes Golf Course and Estates Subdivision (“Desert Lakes”) Tract 4076-B (Tract
5 B) Covenants, Conditions and Restrictions (“CC&Rs”). Plaintiff hereby alleges as
6 follows:
7

8
9 **PARTIES, AND JURISDICTION AND VENUE**

10 1. Plaintiff, NANCY KNIGHT, (~~hereinafter~~ “Plaintiff”), is a resident of Fort
11 Mohave, Mohave County, Arizona and is a property owner within Desert Lakes Golf
12 Course and Estates Tract B.

13
14 2. Defendants, Glen Ludwig and Pearl Ludwig as Trustees of THE LUDWIG
15 FAMILY TRUST (~~hereinafter~~ “Ludwig”) own properties in ~~Desert Lakes Golf Course~~
16 ~~and Estates Tract B, in Fort Mohave, Mohave County, Arizona.~~

17
18 3. ~~Glen Ludwig is President of Defendant~~ FAIRWAY CONSTRUCTORS,
19 INC., (“Fairway”) is an Arizona Corporation, ~~which owns properties within Desert Lakes~~
20 ~~Golf Course and Estates that has been doing business in Fort Mohave, Mohave County,~~
21 ~~Arizona since 1991 as a residential development corporation. Fairway owns properties in~~
22 Tract B. Glen Ludwig has served as President of Fairway since 1991 Fairway
23 Constructors, Inc. is a residential developing corporation doing business in Fort Mohave,
24 Mohave County, Arizona since at least 1991.

25
26
27 4. Defendants Larry S. and Juanice Hogue (“Hogue”), acquired APN 226-13-
28 008, located in Tract B, from Fairway on or about December 2, 2020.

1 5. Defendant, MEHDI AZARMI (hereinafter "Azarmi") is, or was at the time
2 ~~of the violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and~~
3 ~~Restrictions, Vice President and Developer Representative of Fairway Constructors, Inc.,~~
4 ~~located in Fort Mohave, Mohave County, Arizona. Defendant Azarmi, is further a~~
5 ~~property owner within Desert Lakes Golf Course and Estates and resides in Fort Mohave,~~
6 ~~Mohave County, Arizona. owns property in Tract B. Azarmi serves as Vice President~~
7 ~~and Developer Representative for Fairway. Defendant Azarmi resides in Fairway Estates,~~
8 ~~a subdivision of Fort Mohave that is adjacent to Desert Lakes Golf Course and Estates~~
9 ~~Tracts 4076-A and 4076-B. Azarmi has been identified as the proponent for the attempted~~
10 ~~setback reduction to fifteen feet, front and rear, through a Board of Supervisors~~
11 ~~amendment to Res. 93-122 for Desert Lakes Subdivision Tract 4076 that was heard~~
12 ~~before the Board of Supervisors ("BOS") as Res. 2016-125 and 2016-126 on October 3,~~
13 ~~2016. It was denied in a 3-2 vote of the Board. This denial means that Mr. Azarmi~~
14 ~~threatened and attempted to deliberately violate the CC&Rs. Res. 93-122 clarified for~~
15 ~~Development Services that the setbacks of twenty feet, front and rear, applied to all lots~~
16 ~~and parcels in the Subdivision. As a Planning Commissioner at the time of his proposal~~
17 ~~and as a property owner with full knowledge of the CC&Rs, his actions were deliberate~~
18 ~~and with full knowledge and intent to circumvent Special Development Zoning setbacks~~
19 ~~for the motive of a larger building footprint and therefore self-serving profits. Tract 4163~~
20 ~~Unit E was included in the mailing of the packet to opt-in with a copy of the envelope~~
21 ~~addressed to the Plaintiff's home already a part of the Court record.~~
22
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1 6. ~~Defendants JAMES B. ROBERTS and DONNA M. ROBERTS~~
2 ~~(hereinafter “Roberts”) are residents of Fort Mohave, Mohave County, Arizona and~~
3 ~~property owners within Desert Lakes Golf Course and Estates.~~

4
5 7. Defendants JORDAN and GINA GRICE (“Grice”) own property in Tract
6 B.

7
8 8. Defendant UNIPAN DIVINA IRINA acquired APN 226-13-098 in Tract B
9 from Grice on December 31, 2020.

10 9. Defendants RONALD and SHIRLEY MILLER, (“Miller”) own property in
11 Tract B with front and rear setback violations.

12
13 10. Defendants MICHAEL AND JUDY ROVNO (“Rovno”) own property in
14 Tract B (APN 223-13-002) with a setback violation.

15 11. Defendants PETER and ANTOINETTE CHOATE (“Choate”) own
16 property in Tract B with a setback violation, APN 226-13-027.

17
18 12. All parties named herein are residents and/or relevant business owners,
19 and/or property owners of Mohave County, Arizona and, all actions that gave rise to this
20 proceeding occurred in Mohave County, Arizona. and, all actions that gave rise to this
21 proceeding are subject to the Desert Lakes Golf Course and Estates Tract 4076-B
22 CC&Rs.

23
24 13. ~~The Mohave County Superior Court has the jurisdiction over the~~
25 ~~Defendants and the subject matter of this litigation. Venue of this action is proper in~~
26 ~~Mohave County, Arizona as the Plaintiff and Defendants reside and/or own subject~~
27 ~~property, and/or do business in Mohave County, Arizona. In addition, Defendants have~~
28

1 ~~caused events and/or transactions to occur in the County of Mohave in the State of~~
2 ~~Arizona in which this action arises and, consequently, both jurisdiction and venue is~~
3 ~~appropriate in the Mohave County Superior Court in accordance with~~
4 ~~SS 12-401, et seq., Arizona Revised Statutes, as amended.~~

6 14. Under Article VI, §14 of the Arizona Constitution, the Superior Court is a
7 court of general jurisdiction. Pursuant to A.R.S. §12-123 the Superior Court has
8 jurisdiction over these claims. Further, jurisdiction is proper since the real property and
9 events are located within Mohave County, Arizona.

11 15. Venue is appropriate according to A.R.S. §12-401.

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

20 17. Plaintiff is informed and believes and based thereon allege that at all times
21 herein mentioned the Defendants, including those named herein as JANE and JOHN
22 DOES 1 through 10, inclusive, in addition to acting for himself, herself, or itself, on his,
23 her or its own behalf individually, is now and was at all times material hereto acting in
24 concert with at least one of the other Defendants and in doing the things hereinafter

1 alleged, was acting within the course and scope of such relationship as an agent,
2 principal, employee, purchaser, servant or representative and with the permission,
3 consent and ratification of each and every other of such Defendants.
4

5 **ALLEGATIONS COMMON TO ALL COUNTS**

6 18. ~~For each count included in this Complaint, Plaintiff incorporates all other~~
7 ~~allegations and averments contained in this Complaint as though fully included and~~
8 ~~restated herein.~~ Plaintiff realleges the allegations contained in paragraphs 1-17 as if fully
9 set forth herein.
10

11 19. Plaintiff and Defendants are all real property owners in Desert Lakes Golf
12 Course and Estates Tract B. ~~(hereinafter referred to as "Desert Lakes").~~
13

14 20. US Southwest is a firm doing business in Desert Lakes with off- premises
15 "development services" advertising signage on unimproved lots in Tract B and in concert
16 with the Fairway's "Build to Suit" advertising signage. The Arizona Department of Real
17 Estate has investigated the sign and determined it is not a US Southwest "for sale" sign.
18 These signs have been posted on lots owned by Defendants Ludwig and Fairway. US
19 Southwest was not contracted with to sell lots posted with the "Build to Suit" signs.
20
21

22 21. Desert Lakes established ~~Covenants, Conditions, and Restrictions~~ CC&Rs
23 ~~for Desert Lakes Golf Course and Estates 4076-B (hereinafter referred to as "CC&Rs"),~~
24 Estates' Tract B and recorded the CC&Rs with the Mohave County Recorder on
25 December 18, 1989 at Fee No. 89-67669 – Book 1641, Page 895. ~~Tract 4076-A and all~~
26 ~~tracts subsequently adjoined to Desert Lakes are subject to the original CC&Rs as~~
27 ~~evidenced by the Arizona Department of Real Estate Reports and Title Insurance Policies~~
28

1 ~~eking the location of the CC&Rs as Recorded in Book 1641, page 895. The CC&Rs~~
2 ~~represent binding restrictions on the use and development of all properties within Desert~~
3 ~~Lakes and all property owners are required to fully comply with all rules, regulations and~~
4 ~~other requirements established by the CC&Rs governing the use of their property. .~~

6 Plaintiff's lots are subject to the Tract B CC&Rs as evidenced by the Arizona Department

8 of Real Estate Public Report from T&M Development and her Title Insurance Policy

9 eking the location of the CC&Rs as Recorded in Book 1641, page 895. The CC&Rs

10 represent binding restrictions on the use and development of all properties within Tract B

11 and all property owners are required to fully comply with all rules, regulations and other

12 requirements established by the CC&Rs governing the use of their property. Plaintiff's

14 home has setback violations that are under investigation for fraud and possibly bribery in

15 the approval and or recommendation to pass Res. 98-348 that caused her ten foot rear

17 yard setback violation together with a failure of duty for inspections for side yard and

18 rear yard accuracy. Plaintiff's property is on land depicted as Parcel VV on the 1988

19 Preliminary Plat that created Subdivision Tract 4076. The Parcel VV multifamily zoning

21 was abandoned in 1991 in conjunction with an application by CEO Passantino for single

22 family dwellings with a Final Plat designation as Tract 4076-E that conformed to all of

23 the Desert Lakes zoning and nationwide Subdivision Regulations for a Frontage Road

25 that were violated in the approval of Res. 98-348 and the subsequent approval of Tract

26 4163 Unit E a few years later. CC&Rs run with the land. Parcel VV lots that became

27 Tract 4163 are subject to Tract 4076-B CC&Rs.

1 22. Final Plats identified as Tract 4076-B, Tract 4076-D and the Plaintiff's
2 Parcel VV lots that was renamed as Tract 4163 Unit E are all subject to the Tract 4076-B
3 CC&Rs. The CC&Rs run with the land delineated on the 1988 approved Preliminary Plat
4 for lots and parcels defined as Phases II and III on this original Preliminary Plat. Specific
5 lots for Tract 4076-B and Tract 4076-D are called out in the Declaration on page 897.
6 Tract 4163 Unit E is on the Preliminary Plat in Phase II as Parcel VV. A total of 246
7 parcels comprise the residential lots subject to the Tract B CC&Rs.

10 23. ~~The CC&Rs clearly define that buildings and projections shall be~~
11 ~~constructed not less than twenty feet (20') back from the front and rear property lines at~~
12 ~~Article II—Land Use (Book 1641 page 897), Paragraph 6:~~

14 Paragraph 6 of the CC&Rs states:

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

21 24. Defendants violated Paragraph 6 by building structures or projection of
22 structures on their lots in areas less than twenty feet from their front or back boundary
23 lines. Defendant LUDWIG sold APN 223-13-008 with a rear setback violation to
24 Fairway and Fairway sold the same to Hogue. Hogue is presently in violation of
25 paragraph 6 of the CC&Rs.

27 25. ~~Defendant LUDWIG was the property owner of the lot where a home was~~
28 ~~built with setbacks in violation of the CC&Rs. The address of the home is 5732 S. Club~~

1 ~~House Dr. in the Desert Lakes Golf Course and Estates subdivision. Fairway~~
2 ~~Constructors, Inc., was the Applicant for the New Construction permit. posted off-~~
3 ~~premises “Build to Suit” advertising signage on unimproved lots, APN 226-13-082 and~~
4 ~~APN 226-13-008 in Tract B in violation of paragraph 12 of the CC&Rs which states:~~

5
6 No sign, advertisement, billboard or advertising
7 structure of any kind shall be erected or allowed on any of the
8 unimproved lots, and no signs shall be erected or allowed to
9 remain on any lots, improved or otherwise, provided,
10 however, that an owner may place on his improved lot “For
11 Sale” signs, “For Lease” signs or “For Rent” signs so long as
12 they are of reasonable dimensions.

13 Fairway is a lot owner in Tract 4076-B (APN 226-13-083 – Rental Property – situated at
14 1927 E. Lipan Blvd.). Fairway acquired APN 226-13-008 with a rear yard setback
15 violation on December 2, 2020 from Ludwig and prior to completion of the home they
16 continued to post their “build to suit” advertising sign on the lot in violation of the
17 CC&Rs.

18
19 26. Defendants ROVNO, SIAVOSH, GRICE, and JAMNEJAD are, or were,
20 the property owners of the lots where homes were built with setback violations in Tract

21 B.

22
23 27. ~~Defendant AZARMI, acting on behalf of the Defendants Ludwig and~~
24 ~~Fairway Constructors, Inc., was denied reduced setbacks by Mohave County Planning~~
25 ~~and Zoning and subsequently challenged Planning and Zoning with a series of egregious~~
26 ~~acts in direct conflict with the CC&Rs. Azarmi is the contact person on New Home~~

1 Construction Applications acting on behalf of Ludwig, Rovno, Grice, Siavosh, and
2 Jamnejad.

3
4 28. ~~The first egregious act was to apply for a setback variance from the Mohave~~
5 ~~County Board of Adjustment (hereinafter "BOA"). The BOA meeting was held on May~~
6 ~~18, 2016. The approved variance was less restrictive than the CC&Rs.~~

7
8 29. Upon information or belief, Defendant Azarmi is responsible for the
9 threatened and attempted setback reductions proposed as Res. 2016-125. This proposal
10 was for an amendment to Desert Lakes Special Development Zoning Res. 93-122 that
11 "clarified" twenty-foot setbacks, front and rear. Special Development Zoning setbacks
12 applied to all lots in the Desert Lakes Golf Course and Estates Subdivision Tract 4076.
13 The 1998 approval for Res. 98-348 was corrupt and is under investigation for any part
14 Azarmi played in this approval.

15
16
17 30. ~~Azarmi filed a New Home construction application with Mohave County~~
18 ~~Development Services with reduced setbacks that violated the CC&Rs. The permit's~~
19 ~~Revised drawing dated as received on May 19, 2016 displays the front setback as~~
20 ~~eighteen feet (18') and the rear setback as ten feet (10'). As previously indicated, CC&Rs~~
21 ~~cite the setbacks as twenty feet (20') front and twenty feet (20') rear. Defendant Azarmi,~~
22 ~~as a member of the Zoning Ordinance Review Committee and Planning Commission for~~
23 ~~nearly fifteen years, upon information or belief, is responsible for both Res. 2016-125~~
24 ~~(seeking 15-foot setbacks) and Ordinance No. 2016-04 (seeking a 50% rule for rear yard~~
25 ~~setbacks) in violation of paragraph 6 of the CC&Rs.~~

1 31. ~~Azarmi, Ludwig, and Fairway Constructors, in the course of running their~~
2 ~~development business in Desert Lakes for many years, have been well aware of the~~
3 ~~CC&Rs. The Development Services Division (DSD) of the Arizona Department of Real~~
4 ~~Estate, regulates the sale of Subdivided Lands, and clearly cites a developer must obtain a~~
5 ~~Disclosure Report (public report) prior to making offers for sale". Most recently, and for~~
6 ~~the subject parcel, Ludwig and Fairway Constructors, Inc, were provided a Subdivision~~
7 ~~Disclosure Report on June 11, 2014 citing on page 10 the "Recorded Declaration~~
8 ~~Covenants, Conditions, and Restrictions."~~ The Ordinance change proposed in April 2016
9 (2016-04) attempted to circumvent the rear yard setback building projections with a 50%
10 rule. Ordinance Section 37.C.4 passed by the Board of Supervisors and reads as follows:

14 "The main structure, patios, which are attached to or are a part of
15 the main structure, and residential accessory structures may extend
16 or project into the required rear yard as long as a minimum of ten
17 (10) feet of rear yard is maintained from the closest structural bearing
18 wall or post to the rear property line. This subsection, applies to all
19 residential zones, including flexible zones, and regardless of prior
20 approvals. The projection, together with all accessory structures, shall
21 not exceed fifty percent (50%) of the required rear yard area."

22 County Ordinance Section 37.C.4 is less restrictive than paragraph 21 of the CC&Rs
23 which states:

24 In the event that any of the provisions of this Declaration
25 conflict with any other of the sections herein, or with any
26 applicable zoning ordinance, the more restrictive shall govern.

27 Paragraph 21 of the CC&Rs is more restrictive than County Ordinance Section 37.C.4
28 and therefore controls.

1 32. Res. 2016-125 attempted to circumvent the twenty-foot setbacks approved
2 by the Board of Supervisors in 1993 as Res. 93-122. Res 2016-125 was denied by the
3 Board of Supervisors on October 3, 2016; therefore, the twenty-foot front and rear yard
4 setbacks remain at twenty feet and homes built in violation of twenty feet is a
5 prosecutable offence.

6
7
8 33. Defendant Ludwigs do not sell their unimproved lots where they post off-
9 premises advertising signage for the financial interests of their Corporation. Glen
10 Ludwig's Arizona Department of Real Estate Public Report verifies this allegation as
11 found in his June 11, 2014 public report for lots he owns or owned in Desert Lakes Golf
12 Course and Estates where the "SUBDIVISION USE AND RESTRICTIONS" section
13 states, "This offering is for Improved lots with dwellings." Given the pattern of behavior
14 for the lots developed by Fairway for Ludwig, Rovno, Siavosh, Pamnejad, and Grice in
15 Tract B and which is pertinent to the motive for all actions that gave rise to this complaint
16 is that not only are their offerings for improved lots in association with their "build to
17 suit" advertising, but buyers are at risk of losing a substantial deposit upon execution of a
18 purchase contract if and when they find out that the design of their home is in violation of
19 the CC&Rs. It is stated in the Ludwig ADRE report that, "Buyer will be required to
20 deposit earnest money into escrow. This earnest money deposit is non-refundable ... You
21 are advised that earnest money deposits, down payments and other advanced money will
22 not be placed in a neutral escrow... This means the purchaser assumes a risk of losing
23 such money if the seller is unable or unwilling to perform under the terms of the purchase
24 contract."

1 34. The State of Arizona Corporation Commission’s “Corporation Annual
2 Report and Certificate of Disclosure” ~~for 2017~~ cites lists Mehdi Azarmi as the Vice
3 President of Fairway Constructors, Inc. having taken office on August 16, 1991 and is a
4 shareholder holding more than 20% of issued shares of the corporation or more than 20%
5 beneficial interest in the corporation.
6

7
8 35. The two documents cited above, Subdivision Disclosure Report and
9 Corporation Annual Report, taken together are evidence that Azarmi was well informed
10 of the CC&Rs and was motivated by profit at the expense of the Desert Lakes ~~Communit~~
11 ~~when he refused to accept denial for reduced setbacks from Mohave County Planning and~~
12 ~~Zoning for a home he was planning to build at 5732 S. Club House Drive, in Fort~~
13 ~~Mohave, AZ.~~ property owners in Tract B for both violations and attempted violations
14 with possible fraud, bribery, coercion or other action committed upon Development
15 Services personnel who signed off on his permit applications in violation of Res. 93-122
16 for twenty foot setbacks, front and rear.
17
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19 36. Further, Defendant Ludwig, acting in concert with Fairway violated
20 paragraph 12 of the CC&Rs restriction for advertising signage on unimproved lots. The
21 advertising signage was posted during ownership of the lot by Ludwig and continued to
22 be posted after transfer of ownership to Fairway. As noted above from Ludwig’s ADRE
23 Report, their unimproved lots are not “for sale”. Claiming protection through Statute
24 A.R.S. §33-441 for their “Build to Suit” development services advertising signage is
25 alleged to have been Fraud Upon the Court and upon the Plaintiff that stalled this case for
26 over two years. This illegal act of long-term posting of deteriorated signage owned by
27
28

1 Fairway Constructors, has caused other real estate agencies to falsely assume the CC&Rs
2 do not restrict this behavior and has resulted in additional illegal signage to be posted on
3 unimproved lots. Neither the CC&Rs nor Statute A.R.S. §33-441 provides protection for
4 deteriorated “for sale” signage to remain on lots. Deteriorated signage poses a hazard to
5 persons and property.

6
7
8 37. ~~Further, Fairway Constructors, Inc., together with their listing real estate~~
9 ~~broker, US Southwest Real Estate, violate the CC&R restriction for signage on~~
10 ~~unimproved lots (paragraph 12, page 898). This illegal act by Fairway Constructors has~~
11 ~~caused other real estate agencies to falsely assume the CC&Rs do not restrict this~~
12 ~~behavior and has resulted in additional illegal signage to be posted on unimproved lots.~~

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

16 38. ~~Mohave County Development Services is not a party to the CC&Rs and~~
17 ~~therefore, according to Christine Ballard of Mohave County Planning (hereinafter~~
18 ~~“Ballard”), “the County is not bound by the document nor can they enforce them”.~~
19 ~~However, Mohave County Planning and Zoning does abide in the Zoning Specifications~~
20 ~~cited for the subject parcel which is twenty feet in front and back, and five feet on the~~
21 ~~sides. County Planning and Zoning denied Azarmi’s setback reduction request due to the~~
22 ~~Desert Lakes Zoning. Mohave County Planning and Zoning is supposed to abide by the~~
23 ~~Special Development Zoning Specifications cited for Tract B lots which is twenty feet in~~
24 ~~front and back, and five feet on the sides in accordance with Res. 93-122 for the entire~~
25 ~~Subdivision Tract 4076 including the 246 lots subject to the Tract B CC&Rs. County~~
26
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1 Planning and Zoning denied Azarmi's setback reduction request for a lot in Tract 4076-A
2 (Home built for the Roberts), due to the Desert Lakes Special Development Zoning. For
3 some unknown reason, yet to be determined by investigation, Development Services is
4 now ignoring the Special Development Zoning for New Home Construction Applications
5 submitted by Azarmi.

7
8 39. ~~Azarmi's behavior to challenge the Mohave County Planner's denial of~~
9 ~~reduced setbacks with a BOA variance was deliberate with full knowledge of the~~
10 ~~violation of the CC&R setback restrictions. Azarmi also enlisted the help of Mr. Roberts,~~
11 ~~the future owner of the home, to attend the meeting and make claims in support of the~~
12 ~~variance.~~

14 40. ~~Examples of inaccuracies cited at the BOA meeting: 1) The property~~
15 ~~owner was not Jim Roberts. The building permit clearly identifies the property owner as~~
16 ~~the Ludwig Family Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact~~
17 ~~it is 8,034 square feet. This large lot size supported Mohave County Planning staff's~~
18 ~~feeling that "there were sufficient undeveloped portions of the property that could be~~
19 ~~utilized so that the structure could meet the setback requirements". 3) Azarmi falsely~~
20 ~~claimed that "if the Roberts could not move into their house and enjoy what they wanted,~~
21 ~~then the department was basically taking that right away from these people. In truth,~~
22 ~~Defendants Mr. and Mrs. Roberts' did not own the house yet nor had the home been built~~
23 ~~yet. 4) Azarmi falsely inferred that "there was already a hardship" for Mr. Roberts. Any~~
24 ~~hardship on May 18, 2016 was a hardship for Azarmi. The home permit was applied for~~
25 ~~on April 8, 2016 and denied due to the setbacks. Azarmi's hardship was his desperation~~
26
27
28

1 for a sale and for profits at the expense of the Desert Lakes Community. 5) Azarmi
2 falsely claimed that “if Mr. Roberts had to park his boat out in the open space it would
3 cause a headache for him and for the sheriff....” The CC&Rs specifically sets forth that
4 no watercraft may be parked in front of any residence in the open. Inferring a public
5 safety risk for Sheriff calls was an apparent ruse to influence those who serve on the
6 BOA. 6) Azarmi claimed he was unaware that the zoning was not Single Family
7 Residential (R-1). The CC&Rs clearly cite on page 900 that the zoning is Special
8 Development Residential (SD-R).

11 41. The reason for the 20_ foot front and rear setbacks in Desert Lakes is for
12 views, especially for fairway views. Evidence of this fact is found in the CC&Rs whereby
13 fairway lots are restricted from privacy fencing and must install wrought iron fencing on
14 all back yard lots adjacent to fairways and for fifteen feet along the side yards (paragraph
15 8):
16
17

18 ...on all lots adjacent to fairway lots the rear fences shall be of wrought iron
19 construction
20 for a total fence height of 5 feet ... which shall continue along the side lot line for
21 a distance of
22 15 feet. paragraph 8 of the CC&Rs which states:

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

(Emphasis added).

1
2 42. ~~A ten foot back yard setback on the subject parcel that is adjacent to a~~
3 ~~fairway amounts to a taking of views and related property value from an adjacent~~
4 ~~property owner. This is where self-serving motives of one builder can result in the harm~~
5 ~~of others and which is why CC&Rs are written to protect the property values of everyone~~
6 ~~in the subdivision.~~ Defendants Rovno, Irina, Hogue and Choate have projections in an
7 area which is less than twenty feet from their rear boundary line projecting resulting in a
8 taking of views and a related diminution of property value from adjacent property
9 owners. This is where self-serving motives of one builder can result in the harm of others
10 and which is why CC&Rs are written to protect the property values of everyone in the
11 subdivision.

12
13
14
15 43. ~~Another issue with the adjacent lot that is now impacted by the home built~~
16 ~~by Fairway Constructors, Inc. is that Real Estate law requires full disclosure by the seller.~~
17 ~~There exists no means of assurance that a buyer of the adjacent lot will be informed of~~
18 ~~the reduced value of his purchase due to his lost views from the self-serving motives of~~
19 ~~the Defendants and therefore exists just cause for the requested remedy that the adjacent~~
20 ~~lot be traded or purchased by Fairway Constructors and maintained as a green belt. The~~
21 Grice violation is in plain view of the Plaintiff's rear yard. Mr. and Mrs. Grice were
22 informed through the listing agent, Gina Harris, for the lot they purchased (APN 226-13-
23 098) that their plans for a twelve-foot rear yard setback was a violation of the CC&Rs.
24 Grice sent a message to the Plaintiff through their real estate sales agent, Velma Hall, for
25 the Plaintiff to contact Fairway Village aka Fairway. The land was purchased by Jordan
26
27
28

1 and Gina Grice on March 1, 2018. The new home Permit Application is dated March 21,
2 2018. The Applicant is Fairway. While under construction, the home was listed for sale
3 by Fairway on about July 3, 2018 for \$234,769. Upon information or belief, the Grice's
4 purchased the home from Fairway. The Grices had the home listed with Coldwell Banker
5 as of December 2020 for \$349,900 after having built a swimming pool in the front yard
6 inside a block wall courtyard. It was sold to Irima on December 31, 2020.
7

8
9 44. ~~The Revised plan drawing associated with the construction permit~~
10 ~~application submitted by Azarmi on the day after the BOA meeting, shows the side yard~~
11 ~~is over twenty feet (20') wide and forty feet (40') deep. As such, Mr. Roberts could park~~
12 ~~his boat in the side yard behind fencing as is a customary practice by homeowners with~~
13 ~~recreational vehicles who abide in the CC&Rs. There is no valid reason as to why these~~
14 ~~Defendants should receive special considerations concerning storage of their watercraft~~
15 ~~as compared to others already living within the community who are in compliance with~~
16 ~~the CC&Rs. Rovno was informed by the Plaintiff through a "Nextdoor" social media~~
17 ~~conversation of her setback violation and chose to ignore it.~~
18
19
20

21 45. ~~If Fairway Constructors, Inc. is allowed to continue the practice of violating~~
22 ~~the CC&Rs, there will be no end to the battle to protect the property values of the entire~~
23 ~~Desert Lakes Community. In time, blight is the result of self-serving behavior of renters~~
24 ~~or property owners who decide to do as they please within the subdivision. The Miller~~
25 ~~property in Tract B has a fifteen-foot front yard setback and a twelve-foot rear yard~~
26 ~~setback in violation of paragraph 6 of the CC&Rs.~~
27
28

1 46. Real Estate law requires full-disclosure by the seller. It is highly suspect
2 that none of the buyers of the homes in this Complaint were provided disclosure that if
3 they purchased these homes with the setback violations they could be sued.

4
5 47. If Ludwig, Azarmi and Fairway are allowed to continue the practice of
6 violating the CC&Rs and have the connections with the County to breach their duty to
7 follow the “clarified” setbacks, there will be no end to Complaints in order to protect
8 property values. Plaintiff already suffers dangerous egress from Lipan Circle onto Lipan
9 Bldv. as a result of Ludwig’s participation in approval of Tract 4163 without a frontage
10 road onto a two-lane boulevard and there exists one vacant lot at the corner of Lipan
11 Circle and Lipan Blvd. that if setbacks are violated will compound safe egress for the
12 Plaintiff. In time, blight is the result of self-serving behavior of renters or property
13 owners who decide to do as they please within Tract B. Plaintiff’s goal is to have the
14 ability to move from this corrupt environment without further financial or physical harm

15
16
17
18 48. ~~At the BOA meeting,~~ Azarmi admits he has built over 700 homes in the
19 area in the past 26 years and then states there are setback violations in the whole project.
20 Azarmi has been well-aware of the CC&Rs and as a major developer and sold “Build To
21 Suit” advertiser on lots in the Desert Lakes Community there is a high level of concern
22 that he did indeed violate the CC&Rs on other homes in Desert Lakes Tract B and sold
23 those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
24 violations.
25

26
27 49. Azarmi served on the Advisory Committee and Planning Commission for
28 Development Services’ ordinance changes for a countywide setback reduction to fifteen

1 (15) feet and for a 50% rule for countywide rear yards. His actions for countywide
2 ordinances are alleged to be self-serving with the motive for profit from a larger building
3 footprint. Azarmi is well aware of the CC&Rs for Tract 4076-B as owner of a lot situated
4 at 1945 E. Desert Lakes Dr. and as owner of the lot situated at 1936 Desert Greens Dr.
5 (both lots are alleged to be co-owned with Azar Jamnejad). The CC&Rs clearly cite in
6 Book 1641, page 900, Article B(1) that the zoning is Special Development Residential
7 (SD-R) which was approved and “clarified” for twenty (20) foot setbacks, front and rear,
8 in Res. 93-122. The CC&Rs clearly cite in Book 1641, Page 899, paragraph 21 that
9 conflicts “with any applicable zoning ordinance”, the more restrictive shall govern. In
10 other words, the projecting patio covers are not protected by the county 50% rule for less
11 than twenty-foot rear yards.

12
13
14
15
16 50. The Special Development Residential zone cannot be arbitrarily changed to
17 R-1 for Azarmi’s intended purpose of changing the setbacks in the entire Desert Lakes
18 Community to 15 feet (15’) as he tried to propose to Planners at the at the May 18, 2016
19 Board of Adjustment aka, BOA hearing.

20
21 51. Azarmi’s alternative plan for reduced setbacks in the entire Desert Lakes
22 Community was to propose that all of the properties be bundled together for the purpose
23 of an Amendment to a former 1993 BOS Resolution. Board of Supervisors (hereinafter
24 “BOS”) Resolution. Ms. Ballard raised the issue of the CC&Rs for other projects in
25 Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes Golf
26 Course and Estates. This raised awareness for Mr. Roberts of the existence of the CC&Rs
27 as he was in attendance at the BOA meeting-. The amendment to Res. 93-122 was an
28

1 attempt at circumventing the original developer's intent for twenty (20) foot setbacks,
2 front and rear, including lots subdivided from Plaintiff's Parcel VV acreage that was
3 subdivided in 1991 as Tract 4076-E.

5 52. ~~It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that~~
6 ~~the less restrictive setback variance did not take precedence over the more restrictive~~
7 ~~CC&Rs.~~

9 53. Parcel VV was allowed to be subdivided into 23 lots in 1991 after formal
10 abandonment of the multifamily zoning on this parcel. The BOS amendment, Res. 2016-
11 125, did not affect any other CC&R controlled subdivisions in Mohave County.

13 54. ~~Further it was the responsibility of Mr. Roberts to do his due diligence to~~
14 ~~read a copy of the CC&Rs to understand his risk in this matter.~~

16 55. Azarmi has been identified as the proponent for the threatened and
17 attempted violation of reduced setbacks to fifteen feet (15') in all Desert Lakes tracts
18 including Tract B. He was referred to as the proponent by his Planning Commission
19 colleagues and by the current Director of Development Services, Tim Walsh.

21 56. ~~As already stated, the professional opinion of Development Services~~
22 ~~Planner Holtry, was to not approve the setback reduction. Defendants are responsible for~~
23 ~~remedying this matter. Plaintiff has the legal right, per paragraph 12 of the CC&Rs, to~~
24 ~~“prevent such violating party from so doing” and Plaintiff suffered damages of time and~~
25 ~~expenses in preventing the threatened setback violations. Plaintiff has the legal right to~~
26 ~~prosecute Azarmi for any attempted and threatened actions to reduce setbacks to fifteen~~
27 ~~feet.~~

1 57. All of the apparent deception that had occurred to secure a BOA variance
2 took place before the Plaintiff had become aware of what was happening to circumvent
3 the Desert Lakes Golf Course and Estates CC&R protections. Had it not been for the plan
4 to try to reduce setbacks in the entire Desert Lakes Community, Azarmi and Ludwig
5 would most likely have gone about their business of violating the CC&Rs one home at a
6 time. However, the County decided to accommodate Azarmi's alternative idea for
7 reduced setbacks and the information stream that followed revealed an attack specifically
8 on the Desert Lakes CC&Rs. This attack was not subject to CC&Rs in Los Lagos or
9 South Mohave Valley. It was specifically directed at Desert Lakes where Plaintiff's
10 research found the Azarmi and Ludwig families owned over twenty (20) unimproved
11 lots.

12 Pursuant to paragraph 20 of the CC&Rs:

13 If there shall be a violation or threatened or attempted violation
14 of any of the foregoing covenants, conditions or restrictions it shall
15 be lawful for Declarant, its successors or assigns, the corporation
16 whose members are the lot owners *or any person or persons owning*
17 *real property located within the subdivision to prosecute proceedings*
18 at law or in equity against all persons violating or attempting to or
19 threatening to violate any such covenant, restrictions or conditions
20 and prevent such violating party from so doing or to recover damages
21 or other dues for such violations.

22 (Emphasis added).

23 58. A postmark of June 16, 2016 shows that after the May 18, 2016 BOA
24 meeting where Azarmi had raised the issue of bundling the Desert Lakes properties for a
25 BOS Resolution Amendment, the County began the very expensive process of petitioning
26 every property owner in Desert Lakes asking for a signed Waiver to release the County of
27 any liability for diminished property values as a result of requesting setback reductions
28

1 for their parcel. ~~Waivers were received for approximately one hundred eighty (180)~~
2 ~~parcels, developed and undeveloped, for reduced setbacks in the Desert Lakes~~
3 ~~Community.~~ is on the envelope mailed by Mohave County Development Services to the
4 Plaintiff's address in Tract 4163 Unit E. Waivers were received for approximately one
5 hundred eighty (180) parcels, developed and undeveloped, for reduced setbacks in the
6 Desert Lakes subdivision.
7

8
9 59. The County provided the Plaintiff with an Excel Spreadsheet showing that
10 the owners of over two hundred Accessor Parcel Numbers were mailed the BOS
11 Resolution Packet within the Tract B CC&R governed lands identified as Tracts 4076-B,
12 4076-D, and Tract 4163 Unit E with the offer to opt-in for the threatened and attempted
13 15-foot setbacks proposed by Defendant Azarmi with apparent collusion by Director
14 Hont.
15

16
17 60. The proposed 15-foot setback in BOS 2016-125 applied to the Plaintiff's
18 front yard. The Plaintiff sent an email on July 16, 2016 to Scott Holtry of Development
19 Services concerning a potential RV garage in the front yard of her lot stating:
20

21 Dear Mr. Holtry, As a Planner, I hope you can answer my
22 question. I have analyzed my lot and needs and see that if I
23 were to sign up for the proposed setback reduction then I
24 would have space in the front yard for a second detached
25 garage. I have an existing three car garage attached to my
26 home. My question is - would I be able to add an additional
27 detached two car garage, RV suitable in height and depth. I
28 do have a double lot so that may come into consideration for
a decision for an allowable second and detached garage
permit. My other possible option, if it were permitted, would
be to increase the depth of my existing garage although the
roofing would be more complicated. I look forward to your
reply as the Waiver, which I do not completely understand as

1 to how any additional building on my property would
2 diminish its value, is due soon.”

3
4 61. On July 19, 2016 the issue of diminished property value led to additional
5 scrutiny on the proposal to opt-in. The Plaintiff emailed Mr. Houltly again, stating:

6 We recognize that someone could want to expand their
7 building footprint but do not understand how that could ever
8 diminish their property value; however, we recognize that the
9 next-door neighbor’s property value could be seriously
10 devalued as the result of a self-serving developer/neighbor.
11 Loss of their view down the street or across the golf course is
12 one of the major devaluation issues that we recognized. Until
13 they sold their home they would also have the loss of
14 enjoyment of their home and frustration with a BOS that
15 appeared to be serving the development community at the
16 expense of existing homeowners in Desert Lakes Golf Course
17 and Estates. Please explain how a larger home or garage
18 could diminish the applicant’s property value.

19 The reply from Mr. Holtry was:

20 Mohave County does not have an opinion on whether or not
21 the property will increase or decrease in value. That
22 determination is up to the property owner themselves or a
23 private consultant. It is an individual choice whether or not
24 one would want to be included in the setback reduction. We
25 are requiring that the Waiver of Claims be signed so that an
26 individual can’t claim a reduction in property value after they
27 are the ones that choose to have their setbacks changed.”

28 62. This answer made it clear to the Plaintiff that all of the risk, including the
29 potential for a law suit for violating the CC&Rs, was the burden of every property owner
30 who opted-in. In other words, Defendant Azarmi is responsible for placing the Plaintiff at
31 significant risk of liability without full disclosure being included in the packet

1 63. Those one hundred eighty (180) parcels numbers of owners who opted-in
2 were published, signage was posted at each lot, and scheduling began for public hearings
3 before the County Planning Commission. The final vote ~~before the~~ for BOS Res. 2016-
4 125 before the BOS was scheduled for October 3, 2016.

6 64. ~~The Plaintiff noticed that one such lot with the posted signage had already~~
7 ~~begun construction with a reduced setback even before the BOS vote was taken. There~~
8 ~~was no address posted yet on the home that was under construction but there was signage~~
9 ~~displaying “Future Home of Mr. and Mrs. Roberts”. Based on a best guess of the parcel~~
10 ~~number, Ballard was able to identify the lot as one that got the variance from the BOA for~~
11 ~~a setback reduction. The BOA minutes were emailed to the Plaintiff on September 20,~~
12 ~~2016.~~

15 65. Plaintiff, in an effort to protect her own property value, and per her duty to
16 “prevent such violating party from so doing” on behalf of all property owner’s values in
17 the Desert Lakes Golf Course and Estates subdivision from a change in setback
18 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
19 Amendment. Upon a clear understanding of the impact the BOS Resolution would have
20 on property values and views for adjacent lots, plus the lack of full-disclosure of the legal
21 risk for property owners who unknowingly took advantage of the setback reduction, the
22 Plaintiff composed a letter to the BOS and read it to the BOS in Kingman on October 3,
23 2016.

27 66. ~~Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and~~
28 ~~Fairway Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates~~

1 CC&Rs for the lot where the CC&R violation occurred. The "lot description" is cited in
2 both their 2014 Arizona Department of Real Estate Public Report on page 5 and
3 confirmed in their Tax Assessor's Report as being Lot 2, Block H Desert Lakes Golf
4 Course and Estates, Phase 1, Tract 4076 A.
5

6 67. Plaintiff, having witnessed the Defendants continuing to build the home at
7 5732 Club House Dr. with the less than twenty foot (20') setback for the garage, sent an
8 email to Developer Representative Azarmi on September 27, 2016, sent a copy of the
9 Azarmi email in a Certified Letter to Glen Ludwig on September 30, 2016, and on
10 November 1, 2016 sent an email to Ludwig Engineering Executives; these
11 communications informed everyone of the CC&R violation of the setbacks and requested
12 that they remedy the setbacks before the home was completed to avoid a legal action to
13 enforce the CC&Rs. The Certified Mail was sent to Glen Ludwig at the Corporate office
14 branch located at 109 E. Third Street in San Bernardino, California. A signed Delivery
15 Receipt was sent from the U.S. Post Office to Plaintiff as proof of delivery on October 3,
16 2016. All communications went unanswered including the request for the address of Jim
17 Roberts so he could have full disclosure before finalizing purchase of the home.
18
19
20
21

22 68. Despite the Plaintiff's communications with Azarmi, Fairway Constructors
23 Executives, and a letter addressed to Glen Ludwig, construction of the home was
24 completed without remedy and built with the less restrictive setbacks. Eventually
25 ownership title was transferred to Mr. and Mrs. Roberts.
26

27 69. Plaintiff, in an effort to protect her own property value, and all property
28 owner's values in the Desert Lakes Golf Course and Estates subdivision from a change in

1 setback restrictions, suffered time and expenses of investigation of the proposed BOS
2 Resolution Amendment. Upon a clear understanding of the impact the BOS Resolution
3 would have on property values and views for adjacent lots, plus the lack of full disclosure
4 of the legal risk for property owners who unknowingly took advantage of the setback
5 reduction, the Plaintiff composed a letter to the BOS and read it to the BOS in Kingman
6 on October 3, 2016.
7
8

9 70. The Plaintiff had spent hours of research time at the Mohave County
10 Assessor's website to identify the owners of the 180 lots that had returned the signed
11 Waiver. Based on Supervisor Moss's arguments in favor of passing the Resolution
12 Amendment, it became clear that politics was playing a role for Azarmi's benefit and a
13 Senator in the audience, Senator Donahue, approached the Plaintiff after the meeting
14 thanking her for her research and exposure of the issues with the proposed BOS
15 Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY the
16 BOS Resolution. Three Supervisors, whose discussions during the hearing are a part of
17 the record, voted to deny the BOS Resolution and it failed to carry.
18
19
20

21 71. Although the Resolution was denied, the County refused to send letters to
22 the affected lot owners notifying them of the denial or of the potential risk they were
23 taking by opting in to the setback reduction. . ~~This matter of our CC&Rs needs to be~~
24 ~~resolved in a Court of Law. Misinformation is spreading by word of mouth throughout~~
25 ~~the Desert Lakes Community including a report by phone from a potential witness in this~~
26 ~~case that Azarmi's wife claims they won the setback reduction.~~
27
28

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

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

18 74. ~~In Discovery and Disclosure, plaintiff will be seeking permit drawings for~~
19 ~~all homes that were built by Defendants in order to identify the extent to which the~~
20 ~~Defendants have violated or caused to violate the CC&Rs. The CC&Rs were established~~
21 ~~in 1989. The CC&Rs run with the land, for all lots and parcels on the approved~~
22 ~~Preliminary Plat for Phase II and Phase III of Subdivision Tract 4076 combined, and as~~

1 described in the CC&Rs for those lots that are in Tract B, Tract 4076-D, and Tract 4163
2 Unit E. The CC&Rs have never been revoked or amended. As stated in paragraph 18 of
3 the CC&Rs; and was applied to all subsequent tracts that were added in later years. Title
4 companies cite the CC&Rs, the Arizona Department of Real Estate informs subsequent
5 subdividers/developers of the existence of the CC&Rs, and Mohave County
6 Development Services sends copies of the CC&Rs to property owners on request. The
7 CC&Rs run with the land and have never been revoked or amended. The CC&R contract
8 cites in Paragraph 18 Book 1641 Page 899:

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

19 75. ~~The Desert Lakes Golf Course and Estates Declarant did not authorize the~~
20 ~~creation of a Homeowner Association. Enforcement of the CC&Rs was left to the~~
21 ~~discretion of the individual property owners. (CC&Rs paragraph 20)~~

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

29 76. ~~For the most part a courtesy letter, as was sent by Plaintiff to Defendants~~
30 ~~Azarmi and Glen Ludwig, should be sufficient to remedy violations. However, when~~
31 ~~ignored, the person has no recourse except to remedy the violation in a Court of Law.~~

1 Failure on the part of persons who prefer conflict avoidance with a neighbor does not
2 preclude the existence of the ability of another party to seek CC&R enforcement in a
3 Court of Law. Paragraph 20 of the CC&Rs sets forth:
4

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

9 **COUNT ONE – Breach of Contract**
10 **VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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

13 78. Defendants intentionally violated the CC&Rs as they were fully aware of
14 the existence of the CC&Rs and circumvented the setback restrictions through a BOA
15 variance.
16

17 79. Over one hundred property owners signed up with the County for setback
18 reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the
19 BOA meeting. The County refused to send letters to the parcel owners who signed up for
20 the setback reduction to inform them that the BOS Resolution was Denied.
21 Misinformation that setbacks were reduced needs to be refuted in a Court of Law with
22 CC&R enforcement proceedings and remedies that will rectify, visually or financially,
23 any false impressions that have been spread by word of mouth in the community.
24
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1 80. It is the responsibility of the builder to comply with the CC&Rs and, in the
2 absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion
3 of any property owner.
4

5 81. Since the CC&Rs are more restrictive than the approved BOA variance,
6 Azarmi, Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the
7 CC&Rs as did Mr. Roberts who attended the BOA meeting and was informed at that
8 meeting of the existence of CC&Rs in the Desert Lakes Community.
9

10 82. As a result of Defendants CC&R setback violations, Plaintiff is entitled to
11 injunctive relief, compensation for her expenses in this matter, and for any costs as a
12 result of retaliation from Defendants or their political allies in bringing forth this
13 Complaint. Azarmi's egregious acts caused substantial emotional and physical distress to
14 the Plaintiff who found herself having to spend hours of sleepless nights conducting
15 research, writing letters and emails, and making a presentation before the Mohave County
16 Board of Supervisors in Kingman, Arizona in her efforts to protect all Desert Lakes
17 property owners from individuals who had self-serving interests and intended to take
18 away the CC&R protections that assure everyone in the community with equal property
19 rights and protection of property values.
20
21
22

23 83. Plaintiff also requests a financial remedy from Fairway Constructors to all
24 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's
25 violating CC&R setbacks. Profits for larger building footprints were an ill gotten gain at
26 the expense of rear yard views of fairways and front yard views of oncoming traffic for
27 the innocent and uninformed property owners in the Desert Lakes Community. Plaintiff
28

1 requests Fairway Constructors mail a letter to all property owners in the Desert Lakes
2 Community to inform them of the Court Order that may have affected their property and
3 to also take an ad in the Mohave Daily News announcing the financial remedy that
4 affected property owners can apply for at the address of Fairway Constructors, Inc.
5 located at 5890 S. Highway 95, Fort Mohave, AZ.
6

7
8 84. In closing, Plaintiff believes that political will by Mehdi Azarmi for the
9 letters of support for his variance, should not be given any credence especially at the
10 expense of those others in the community who do not have the political connections of
11 the Chamber of Commerce or elected officials who benefit from Azarmi's money, power,
12 and influence.
13

14 85. Plaintiff realleges the allegations contained in paragraphs 1-85 as if fully
15 set forth herein.
16

17 86. Defendants are owners of property in Tract B and are in violation of
18 Paragraph 6 of the CC&Rs. These violations constitute a breach of the recorded CC&Rs
19

20 87. Defendants' breach of the CC&Rs has resulted in damage and irreparable
21 harm to Plaintiff in the deterioration of residential nature and value of the real property in
22 a golf course subdivision with valuable views subject to the CC&Rs.
23

24 88. Paragraph 20 of the CC&Rs states, in pertinent part, ". . . In addition to any
25 other relief obtained from a court of competent jurisdiction, the prevailing party may
26 recover a reasonable attorney fee as set by the court."
27
28

1 any other land owner whose conduct, activity or ownership constitutes a violation of said
2 CC&Rs.

3
4 102. Defendants have refused or otherwise declined to cease and desist from
5 their setback and advertising violations of the CC&Rs. Further, Defendants have made it
6 clear that they intend to continue violating the CC&Rs by pursuing changes in County
7 setback requirements even though the CC&Rs, being more restrictive than County
8 requirements, govern.

9
10 103. By reason of the foregoing, a declaratory judgment is both necessary and
11 proper in order to set forth and determine the rights, obligations and liabilities that exist
12 among the parties as owners of real property subject to the recorded CC&Rs.

13
14 **COUNT FOUR – Request for Injunctive Relief**

15
16
17 104. Plaintiff realleges the allegations contained in paragraphs 1-104 as if fully
18 set forth herein.

19
20 105. Defendants' current and continuing violations of the CC&Rs do, and will
21 continue to, pose a serious threat of irreparable injury to Plaintiff in the protection
22 afforded her land as well as every other landowner in Tract B, provided by the recorded
23 CC&Rs to ensure the continuing residential nature and value in a golf course subdivision
24 with valuable views of the fairways to which the CC&Rs apply.

25
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.

- 1 D. That the Court permanently enjoin Defendants from initiating, maintaining
2 or expanding their current activities on their properties or other properties
3 they may acquire, as they violate the CC&Rs pertaining to their real
4 property;
5
6 E. That the Court order Defendants to remove any and all conditions,
7 structures, projections or activities on said land that violates any restriction
8 or covenant as provided in the recorded CC&Rs;
9
10 F. That the Court award Plaintiff her reasonable attorneys' fees and costs as
11 provided in the CC&Rs and pursuant to A.R.S. §§12-341.01 and 12-340;
12
13 G. That the Court enter judgment for Plaintiff and against Defendants and
14 award such other and further relief as the Court deems just and equitable
15 under the circumstances.
16

17
18 **RESPECTFULLY SUBMITTED** this _____ day of January 2018.
19

20
21 _____
22 Nancy Knight
23 Plaintiff Pro Per

24 **RESPECTFULLY SUBMITTED** this 12th day of April, 2021
25

26 _____/s/ J. Jeffrey Coughlin
27
28

1
2 **VERIFICATION**

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

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

8 That she is the Plaintiff in the above captioned matter, that she has read the
9 foregoing First Amended Complaint, and knows the contents thereof; and that she is
10 informed and believes and, on that ground, alleges that the matters stated in the foregoing
11 document are true and correct to the best of her knowledge and belief.
12

13
14
15 DATED this ____ day of April, 2021.

16
17
18
19 _____
Nancy Knight

20 **SUBSCRIBED AND SWORN** to before me this ____ day of April, 2021, by
21 Nancy Knight.

22
23
24 _____
Notary Public

25 My Commission Expires:
26
27 _____
28