

CASE NO: A-20-820093-C
Department 20

1 **COMP**
2 **JOEL F. HANSEN, ESQ.**
3 Nevada Bar No. 1876
4 **HANSEN & HANSEN, LLC**
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7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 JONATHAN FRIEDRICH, individually, and as
10 Trustee of the JONATHAN FRIEDRICH
11 REVOCABLE TRUST,

CASE NO.
DEPT. NO.

11 Plaintiff,

12 v.

13 RANCHO BEL AIR PROPERTY OWNER'S
14 ASSOCIATION UNIT 2, INC.;
15 PERFORMANCE CAM, LLC, a Nevada LLC;
16 TRITON SECURITY, INC., a Nevada
17 Corporation, and DOES I-X, inclusive, and
18 ROE ENTITIES XI-XX, inclusive.

17 **COMPLAINT FOR NUISANCE, INJUNCTIVE RELIEF, DECLARATORY RELIEF,**
18 **AND PUNITIVE DAMAGES**

19 COME NOW, the Plaintiffs, Jonathan Friedrich and Jonathan Friedrich as Trustee of the
20 Jonathan Friedrich Revocable Trust (hereinafter Plaintiff, or Jonathan Friedrich, or Friedrich) by
21 and through their attorney, Joel F. Hansen, Esq. of Hansen & Hansen Attorneys, and file their suit
22 against the Defendants for Nuisance, Injunctive Relief, Declaratory Relief, and Damages.

23 **INTRODUCTION**

24 1. This suit comes about because of decades of illegal and unlawful behavior by the
25 Defendant, Rancho Bel Air Property Owners and its associated actors, Barry Becker, the developer
26 and one time self-appointed HOA president, the community manager, and the security company,
27 Triton Security, Inc. Jonathan Friedrich purchased a home in the Rancho Bel Air development in
28

1 February 2003. He was told at the time that he was going to be a member of the Rancho Bel Air
2 Property Owners Association Unit #2, (hereinafter HOA #2 or RBA HOA #2). Friedrich's
3 Declaration setting forth these facts is attached as **Exh. 1**.

4 2. Plaintiff was given CC&Rs in February 2003 to show, allegedly, that he was in
5 HOA #2.
6

7 3. After living there for ten years, he discovered, through arduous research, that his
8 home was not located in Rancho Bel Air HOA #2, and so he refused to continue paying the monthly
9 assessments, as RBA HOA #2 had no jurisdiction over him because of the lack of CC&R's for Unit
10 #1, and even lack of an HOA.

11 4. The homeowner's association board threatened to foreclose on his house if he did not
12 continue paying their assessments or their newly invented amenities assessments, which forced him
13 into filing suit against them to stop them from taking his home.
14

15 5. He had no choice but to sue the Rancho Bel Air HOA #2 Board because he did not
16 want to lose his home.

17 6. That during his lawsuit against HOA #2, Friedrich obtained a Summary Judgment
18 against the Rancho Bel Air Property Owner's Association Unit 2, a copy of which is attached as
19 **Exh. 2**. The Summary Judgment states, under the Conclusions of Law at page 6, that "Unit #1 in the
20 Rancho Bel Air development has never been a part of Homeowners Association Unit #2."
21 Friedrich's home is located in Unit #1 and therefore was never part of Unit #2 from the very
22 beginning. Therefore, neither his home nor he were ever subject to the CC&Rs – the Rules and
23 Regulations - of Unit #2. This is stated in paragraph No. 5 of the Summary Judgment as follows:
24 "The Plaintiffs' home, located in Unit #1, has never been subject to the CC&Rs of Unit #2, nor has it
25 ever been under the jurisdiction of the Unit #2 Board of Directors." Based upon these facts and
26 many others, the court granted Summary Judgment.
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1 7. Friedrich is not a member of the Rancho Bel Air Homeowners Association #2. The
2 HOA #2 governing documents, including the CC&Rs, do not apply to his property or to him.

3 8. That attached hereto **Exh. 3** is a map and four easements which show that Friedrich,
4 and all of the other residents of the entire Rancho Bel Air subdivision, have an easement granting
5 “ingress and egress from Rancho Drive, Las Vegas, Clark County, Nevada to and from all lots
6 existing or to be developed within the entire Rancho Bel Air subdivision.” See Bate Nos. 2531,
7 2536, 2541 and also the various maps showing the easements which are bate stamped as Nos. 2530,
8 2534, 2539, 2544, and 2549.

9 9. That Plaintiff’s home is located at 2405 Windjammer Way, which is located in Unit
10 #1 which is clearly marked on the map at Bate Nos. 2530 as having access from Rancho Bel Air
11 along Dalmatian to Albacore to Windjammer Way. See the printed words “Friedrich House” at Lot
12 No. 65.
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14 10. That at his request, his attorney, Joel F. Hansen, Esq., wrote a letter to the Rancho Bel
15 Air Homeowners Board and all of its officers, and to Performance Cam, the community manager,
16 and to Triton Security, Inc. Triton Security is still the security company which mans the front gate
17 of the development from inside the guard house on a 24-7 basis.
18

19 11. That Mr. Hansen sent that letter to the Board, the Community Manager, and the
20 security company on September 24, 2019 (See **Exh. 4**) explaining to them all in very clear language
21 that Plaintiff was being denied his rights to access his property, although he had clearly established
22 that right as a result of having prevailed in his lawsuit in the District Court, which Judgment was
23 later affirmed by the Nevada Supreme Court, a copy of whose opinion is attached hereto as **Exh. 5**.
24

25 12. That Mr. Hansen pointed out in that letter (**Exh. 4**) that Friedrich had been denied
26 access to his home on September 22, 2019, and on other occasions, having been stopped by a
27 security guard at the gate when he attempted to enter. The security guard insisted that he display a
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1 sticker on the windshield. Since he does not have a sticker, and although he is not required to have a
2 sticker, he was forced to wait for over fifteen minutes at the gate. He had to call the police in order
3 to finally gain entrance. It was obvious that neither the Board, Performance CAM, nor Triton
4 Security ever bothered to inform the guards at the gate that Friedrich was not subject to the HOA #2
5 rules, and that he had obtained a summary judgment against Rancho Bel Air No. 2 as a result, which
6 has already been referred to above.
7

8 13. That Mr. Hansen cited the Board to the paragraphs in the summary judgment order
9 indicating that RBA HOA #2 has no right to require Plaintiff to have a sticker on his vehicle in order
10 to access his property. Therefore, it is easily discernable that these bogus requirements, which have
11 been shown to be bogus through prolonged litigation, were nothing but malicious harassment,
12 brought on as a retaliation for the fact that Plaintiff had sued RBA HOA #2 and had prevailed. It
13 appears that the Board and all those associated with it had decided to retaliate and get even.
14

15 14. That Plaintiff's attorney pointed out in his letter that Plaintiff has an easement to
16 access his property without being harassed. His attorney sent them the actual written easement as
17 attachment No. 2 to his letter. Mr. Hansen also pointed out that Friedrich has an easement of access
18 by law under the case of *Reno v. Matley*, 79 Nev. 49, 378 P.2d 256 (Nev. 1963).
19

20 15. It is also very interesting to note that the guard gate which is being manned by the
21 security company is actually located within the boundaries of Unit #1, on Unit #1 land. Therefore,
22 the guard gate itself is not under the jurisdiction of RBA HOA #2.

23 16. That Mr. Hansen's letter informed the Defendants as to what kind of vehicle Friedrich
24 was driving at that time and instructed the parties involved that they must train the guards to grant
25 him access immediately, and that any guests who wish to come and visit Mr. Friedrich must be
26 admitted immediately upon informing the guards that they are going to visit him. In other words, he
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1 and his guests are entitled to free access to his house without any hindrance being imposed by RBA
2 HOA#2, Performance CAM, or Triton Security.

3 17. That with that letter from Mr. Hansen, Friedrich served notice on the Board that if
4 access were denied again, either to himself or any of his guests, he would be filing suit against all of
5 them.

6 18. Mr. Hansen also put RBA HOA #2 board members, its management company, and
7 Triton Security on notice that if they did not stop their malicious and oppressive harassment that he
8 would seek an injunction, damages, punitive damages, and an order that the guard house and gates
9 be removed permanently, because they are not on RBA HOA #2 property. The gate is actually a
10 nuisance as it is illegally situated and constitutes harassment of all of the people behind the gate who
11 are not under the jurisdiction of HOA #2. The gate seems to be useless for preventing burglaries in
12 the community because many have taken place and continue to occur. See **Exh. 6A**.

13 19. Recently, on July 13, 2020, about 5:30 p.m., Mr. John Kamerath, a guest of Plaintiff,
14 was denied entry through the gate at Rancho Bel Air. Despite explaining to the guard that he was a
15 guest of Mr. Friedrich, Mr. Kamerath had to call Mr. Friedrich from outside the gate, informing him
16 of the situation. Mr. Kamerath had to argue with the guard and inform her that he was a guest of
17 Jonathan Friedrich and that his home is not part of the association and is therefore not subject to any
18 of the association rules, and that he, Jon Kamerath, must be admitted. Mr. Kamerath was detained at
19 the gate for about 10 or 15 minutes before the gate attendant would open the gate. See **Exh. 7**.

20 20. The following day, July 14, 2020, a second frequent Friedrich guest, Paul Krueger,
21 was again denied entry. This time it was for not using the "visitor lane." Mr. Krueger had been
22 accessing his house through the "residents' lane" for several years and had never before been
23 challenged. Then suddenly, the guard started harassing him and denying him entry. See **Exh. 8**.

1 25. Contrary to what Mr. Becker represented to the Council, no Property Owners
2 Association was ever established for residents of the Unit #1 portion of the RBA development, and
3 the HOA that was set up, RBA HOA #2, never took responsibility to pay the taxes on the streets that
4 were in front of the property of the owners in Unit #1, which was behind the gate that was set up,
5 and thus the homeowners in HOA #2 pay NO taxes on the streets. See **Exh. 9A**. Also, HOA #2
6 attempted to force Mr. Friedrich to pay assessments to the association after Friedrich found out that
7 he was not in Unit #2 and thus not subject to its jurisdiction.¹ Becker also promised the City that
8 that if they didn't get an association "all together" (meaning for the whole development), that the
9 streets wouldn't be vacated. Mayor Briare stated that vacation of the streets would not be effective
10 until the HOA had been properly "put together." This never happened.

11
12 26. Although an HOA was formed for the part of the development known as Unit #2, no
13 HOA was ever formed for the part known as Unit #1. This means that the agreement with the City
14 regarding the approval for putting a guard gate in front of the entire Rancho Bel Air development
15 was never carried out by the developers, and therefore the guard gate and accompanying guard house
16 were never legally approved by the City Council.

17
18 27. The City required that Mr. Becker change the zoning in the development before any
19 building permits were issued and before final consummation of the vacation order. See **Exh. 10**.

20
21 28. Exh. 10A shows that Mr. Becker agreed to apply for proper zoning classification.
22 But the zoning was never changed by Mr. Becker. **Exh. 11** shows that this situation created a "raft
23 of problems" within the City, because of the fact that the property was never rezoned, despite the
24 fact that Mr. Becker was responsible to make sure it was properly rezoned from R-1 to RPD.

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¹ HOA #2 threatened to foreclose on Mr., Friedrich's home if he did not pay their phony assessments, which forced him to file suit to stop the threatened foreclosure.

1 29. **Exh. 12** shows that as of May 4, 2016, the zoning in Unit # 1 was still R-1, while the
2 zoning in Unit #2 had become RPD-4. **Exh. 12A** confirms this in letters from Steve Gebeke, the
3 City Planning Supervisor.

4 30. **Exh. 13**, a letter from Daniel Ahlstrom Principal Planner for the City, to the Deputy
5 City Attorney, shows that the planning commission “must be satisfied that the public will not be
6 materially injured by the proposed vacation, and that residents of the area effected would be
7 considered to be members of the public.
8

9 31. Although Unit #1 did adopt Articles of Incorporation, these were dissolved upon
10 orders from NRED on April 1, 2014 because Unit #1 was never a properly constituted as a
11 Homeowners Association. **Exh. 13A**.

12 32. The streets within the Rancho Bel Air Unit #1 were vacated by the order of Vacation
13 issued on July 6, 1977. See **Exh. 14**. That order states in paragraph B that the “vacation is of public
14 rights of way only and the rights of way of each property owner in the Rancho Bel Air subdivision
15 are unaffected by this vacation.”
16

17 33. The map attached as **Exh. 14A** shows that as a result of the vacation the property line
18 or parcel boundary of each of the homeowners in Unit #1 was extended into the middle of the street
19 in front of the owners’ home.
20

21 34. The same map also shows that the property owners on either side of the guard house
22 at the front entrance to Rancho Bel Air, lots 008 and 009, actually own ½ of the street in front of
23 their homes. This means that the land under the guard house and the gate at the front entrance of the
24 Rancho Bel Air development are not owned by RBA HOA #2. They are owned by property owners
25 who are in Unit #1.
26

27 35. The Las Vegas Unified Development Code pg. 368, Chapter 19.12 (6) requires that a
28 Subdivision developed with private streets must have a mandatory property owners association

1 which includes the participation of all properties served by the private streets. See **Exh. 15**. But the
2 Rancho Bel Air Development developers (i.e. the Beckers, et al) violated this provision in that Unit
3 #1 never has had, to this day, a Property Owners Association.

4 36. **Exh. 16**, a letter of Dec. 8, 2016, from Michele Shafe, Clark County Assessor, to
5 District Judge Kephart, states:

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7 As a result of the order of Vacation, all the front property lines of the houses facing
8 on the streets located within Rancho Bel Air Unit 1 were extended to the middle of
9 the former streets creating easements for those property owners fronting on the
10 former streets of those homes within Rancho Bel Air Unit 1.
11 Each of those property owners have been and continue to be assessed for property
12 taxes on those portions of the land in front of their homes on what had been
13 previously City streets since the vacation process was completed in 1977.

14 37. A letter date Aug. 1, 2020, from the Office of the County Assessor of Clark County
15 states:

16 “Unit 1 roads which include the roads at the front entry and the land under the Gate
17 House are on Rancho Bel Air Drive and are in Unit 1 with a portion of Windjammer
18 Way, Dalmation Lane, Driftwood Drive. These roadways were vacated in 1977 by
19 VAC 879-838240 by the City of Las Vegas. The individual homeowners are
20 responsible for any real estate taxes attributable to the portion of the street in front of
21 their homes. All other streets in the Rancho Bel Air Community [Unit #2] have a
22 zero value for assessment purposes and are exempt from paying any tax in the
23 County.” See **Exh. 17**.

24 38. Despite all of these facts, which were well known to the developers of Rancho Bel
25 Air, they illegally went ahead and installed the guard house at the entrance to the RBA development,
26 complete with guard gates. The only HOA that was ever formed in the development was HOA #2.
27 As shown on **Exh.12**, Unit #1 is partially surrounded by Unit #2, but was never incorporated into
28 HOA #2.

 39. Amazingly, the developers, the Beckers and their crew, chose to build the guard
house on land that was in Unit #1 and actually belonged to the abutting homeowners. And somehow,
they accomplished it despite the fact that no building permit was ever obtained, and no Certificate of
Occupancy or “Final Building” was ever issued. See **Exh. 18**.

1 40. This is in violation of City of Las Vegas Administrative Code, section 309.1 which
2 states that no building or structure shall be used or occupied . . . until the Building Official has issued
3 a Certificate of Occupancy. . . . Section 309.5 requires that the Certificate of Occupancy shall be
4 posted in a conspicuous place on the premises and shall not be removed except by the Building
5 Official. Since no Certificate of Occupancy has ever been issued, it certainly cannot have been
6 posted. See **Exh. 19**.

7
8 41. Despite all of the violations of law in the very beginning, and despite the developers'
9 failure to properly form an HOA for Unit #1, Barry Becker sent a letter on April 10, 1981, to all of
10 the homeowners in the entire RBA development, setting forth a list of lots in RBA which he claimed
11 were covered by Covenants, Conditions, and Restrictions.² He claimed in that letter that: "This
12 association has been formed and monthly assessments in the amount \$50 per month, have been
13 assessed, starting December 1, 1980." See **Exh. 20**. Every lot in the RBA development was
14 contained in the attached list, including all of the lots in Unit #1. The claim that all of the lots were
15 covered by the CC&R's to which he referred was just a bald-faced lie. He fraudulently claimed that
16 the homeowners in Unit #1 were obliged to pay monthly assessments and told prospective buyers
17 that they had to make sure that the assessments were paid current—when in truth all of the
18 homeowners in Unit #1 did not owe any assessments. In fact, Exh. B. to the Unit 2 CC&R's exempts
19 Unit 1 from the CC&R's. See **Exh. 20A**.

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22 42. This letter was a BIG LIE, a big lie which still continues today in the presence of an
23 illegal guard house and gate, situated on Unit #1 homeowners' land which RBA HOA #2 does not
24 own and has no legal right to occupy or control. Yet HOA #2 has continued illegally to operate this
25 guard house and gate for past 40 years.
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² The only CC&R's which existed were those for HOA #2.

1 43. In particular, HOA #2's guard company, Triton Security, continues to insist that it has
2 the authority to force Unit #1 homeowners like Jonathan Friedrich to have an HOA #2 sticker on his
3 vehicle in order to pass through their illegal gate.

4 44. And Triton continues to insist that Mr. Friedrich's visitors must pass through the
5 visitors' gate, an unlawful gate which HOA #2 does not even own or have the right to occupy. See
6 **Exhibits 7 and 8**, the declarations of Paul Kruger and Jon Kamerath, visitors who were detained at
7 the guard gate by Triton Security and forced to wait while the guard allegedly verified that they were
8 actually his visitors.

9
10 45. A visitor who is forced to enter in through the Guest land is often forced to wait in a
11 long line which stretches out into Rancho Drive, forcing the visitor to wait interminably while the
12 guard calls the homeowner to verify that the homeowner knows the guest and has invited the guest
13 to his home. The trouble is, HOA #2 has no legal right whatsoever to do this, because it has no right
14 to occupy the guard house, it has no right to even have the guard house in that location, it does not
15 own the land upon which the guard house and the guard gates are situated, and it certainly has no
16 business calling Mr. Friedrich on the phone to see if the person at the gate is his guest. Jonathan
17 Friedrich does not live in HOA #2, but it seems that HOA #2 is determined to exercise its authority
18 over him and his guests until his dying day, despite the fact that the district court found in its
19 Summary Judgment Order that "The Plaintiffs' home, located in Unit #1, has never been subject to
20 the CC&Rs of Unit #2, nor has it ever been under the jurisdiction of the Unit #2 Board of Directors."
21 Apparently, either the Board and its agents can't read plain English or they have simply determined
22 that they are not going to accept that Judgment. Nor will they admit that they don't even own or
23 control the land upon which the guard gate sits, nor do they admit that they occupy the guard house
24 illegally and thus operate the guard gate illegally. It is a big scam which all began with Barry
25 Becker's BIG LIE back in 1981.
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1 53. The true names and capacities of Defendants named herein as DOE INDIVIDUALS I
2 through X, inclusive, and ROE ENTITIES XI through XX, inclusive, are fictitious names of
3 Defendants whose names and capacities are not presently known to Plaintiff who therefore brings
4 this action against said Defendants by such fictitious names. Plaintiff is informed and believes and
5 thereon alleges that each of the Defendants so designated herein is responsible in some manner for
6 the events and occurrences referred to herein, and at all times herein mentioned, all of the
7 Defendants were the agents, servants and employees of each and every other defendant and were
8 acting within the course and scope of employment and agency. When the true names and capacities
9 of said DOE and ROE Defendants are ascertained, Plaintiff will ask leave of this Court to substitute
10 their true names and capacities to join as the Defendants in this action.
11

12 **FIRST CAUSE OF ACTION FOR NUISANCE**

13
14 54. Plaintiff incorporates hereby all of the allegations set forth above in paragraphs 1
15 through 53 as though fully set forth herein.

16 55. The Defendants are guilty of creating a private nuisance, as well as a public nuisance,
17 at the entrance to the Rancho Bel Air development by their unreasonable, unwarranted, and
18 unlawful use of the guard house and associated streets and entrance gates
19 in a manner that continually interferes with the Plaintiff's convenience, enjoyment and use of his
20 property, as well as the convenience of the public. In addition to the interference with Mr.
21 Friedrich's right of access, every single member of the public who visits Rancho Bel Air is
22 confronted by an illegal guard house, guards whose very presence is illegal, and by an illegal gate,
23 and must answer questions of a security guard, or must carry a sticker on their windshield in order to
24 get in. But HOA #2 has no right at all to have a guard house, or a guard gate, or any guards at the
25 entrance.
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1 56. Defendants' very presence at the entrance to Rancho Bel Air is unlawful and illegal,
2 due to the fact that RBA HOA #2 does not own the land upon which the guard house and associated
3 gates sit, and their agents are trespassing upon the land owned by the homeowners of the adjacent
4 houses. This constitutes not only a nuisance affecting Jonathan Friedrich but also everyone in the
5 public who must pass and be slowed down by those illegal gates.
6

7 57. HOA #2 has never paid any property taxes on the gate house or the land underneath
8 it, but instead has fraudulently let the adjacent owners pay the tax, without informing them that HOA
9 #2 does not own the property upon which the guard house sits, but that those owners own that land.

10 58. Neither have the Defendants ever informed anyone in Unit #1, including the Plaintiff,
11 that HOA #2 does not have any right to occupy the guard house or operate the gates, since the guard
12 house is on Unit #1 land, and HOA #2 is not the HOA for the homes in Unit #1, except for those
13 homeowners who have voluntarily joined HOA #2. Nevertheless, this does not change the fact that
14 HOA #2 has illegally usurped power over and has stolen the land upon which the entryway to
15 Rancho Bel Air sits, without ever informing anyone that HOA #2 does not own and thus cannot
16 legally control the entrance to the Rancho Bel Air Development.
17

18 59. The presence of this illegally situated guard house and associated gates creates a
19 nuisance, in that nonresidents of HOA #2, and their guests, including the Plaintiff and his guests, and
20 must constantly satisfy the security guards of Triton Security, who are employed, supervised, and
21 controlled by Defendants HOA #2, Performance Cam, and Triton Security, that they have the right
22 to enter the RBA development. In other words, they are often stopped at the gate by these guards,
23 questioned as to what their business is in Rancho Bel Air, who it is that they are visiting or
24 delivering to, and the would-be entrant must wait, often in a long line of vehicles, until the security
25 guard satisfies him or herself of the legitimacy of the entrants' identity and business in Rancho Bel
26 Air.
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1 60. The hypocrisy here is stunning: The HOA #2 controlled security guards, who are
2 supervised by community manager Performance Cam, which guards have no legal right to occupy ,
3 or business in even sitting in, the guard house,³ and who unlawfully operate the illegal gates,
4 nevertheless assert and assume the authority and power to question homeowners in Unit #1 and their
5 guests about the legitimacy of the would-be entrants' identity and business in RBA. The very act of
6 stopping anyone at the gates who is not a member of Unit #2 or guest of a homeowner in Unit #2 is
7 essentially an act of false imprisonment, since the guards have no legal right or authority to stop
8 anyone from entering, or to ask the entrants any questions, since the guards' very presence in the
9 entryway constitutes a trespass on Unit #1 and upon the land of the adjacent Unit #1 owners.

11 61. Thus the continuing presence of the guards, the guard house, and the entrance gates
12 constitutes a constant grievous nuisance and a continuing interference with the rights of any and all
13 entrants who are not members of HOA #2, including Plaintiff Jonathan Friedrich, and by extension,
14 his guests, who all must be illegally and tortiously grilled by the security guards when they seek to
15 enter, and again Mr. Friedrich, who must answer the guards' questions on the phone in order to
16 arrange for his guests to enter.

18 62. The Plaintiffs have suffered damages in an amount in excess of \$15,000.00 due to the
19 continuing and constant nuisance imposed by the unlawful and tortious presence of the security
20 guards, the illegally built and placed guard house, and the unlawful gates which impede their entry
21 into RBA and interfere with their easement to use the streets and roads of RBA and to travel upon
22 them freely, without hindrance or interference. See **Exh. No. 3**.

24 63. The actions of the Defendants have been malicious and oppressive and thus punitive
25 damages should be assessed.

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³ Which, as already pointed out above, has never had a Certificate of Occupancy.

1 SECOND CAUSE OF ACTION FOR INJUNCTIVE RELIEF

2 64. Plaintiffs incorporate hereby all of the allegations set forth above in paragraphs 1
3 through 63 as though fully set forth herein.

4 65. Plaintiffs also seek injunctive relief against the Defendants that they be ordered to
5 cease and desist in their occupation and use of the guard house and its associated gates, and to cease
6 and desist from stopping, questioning, and otherwise detaining and harassing Plaintiff's visitors and
7 guests.
8

9 66. The Plaintiffs will suffer irreparable harm if the Defendants continue to stop,
10 question, detain, and harass Plaintiff and/or his guests, because each and every time Defendants do
11 this, that act has occurred, and the time lost, the inconvenience undergone, and the harassment
12 suffered can never be replaced, erased, or done over again. Once these things have been suffered,
13 they have been suffered, and cannot be undone. Plaintiff should never again be stopped or
14 questioned or detained when he enters his property upon his easement at the front entrance, nor
15 should his guests.
16

17 67. The Court should enter its injunctive order that the Defendants' security guards
18 cannot stop, question, detain, or harass either the Plaintiff nor his visitors/guests, nor can they phone
19 the Plaintiff with their questions about any person visiting Mr. Friedrich.
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21 68. Furthermore, the Defendants should be ordered to find another, different entry way to
22 RBA #2, since the entryway they are now using is not owned by them, but is owned by the property
23 owners on either side of the guard house/gate, and is actually in Unit #1, not in Unit #2. The
24 presence of the guard house/gate constitutes a continuing nuisance which should be ordered to be
25 abated by this Court.

26 69. Plaintiff has no adequate remedy at law, because the nuisance will continue forever
27 unless this Court puts a stop to it by ordering the Defendants to cease and desist their unlawful
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1 detaining and questioning of Plaintiff and his guests, and unless the Court orders the Defendants to
2 move the entryway of RBA HOA #2 onto land owned and/or controlled by HOA #2. Right now, as
3 things stand, HOA #2 has no title to or legal right to use the land upon which the guard house/gate
4 sits, and unless the Court orders the Defendants to move off of the land the guard house and gates
5 now occupy, and to stop interfering with Plaintiff's easement, they will undoubtedly continue to
6 assert their usurped authority over the entryway and continue to harass not only the Plaintiff and his
7 guests, and other homeowners in Unit #1.

9 70. The prospect of having to put up with the Defendants' continuous and constant
10 nuisance is very burdensome upon the plaintiff. On the other hand, there is a little or no burden
11 placed upon the Defendants if they are ordered to stop harassing and detaining Plaintiff and his
12 guests. And to order the Defendants to quit the guard house and the gates, which they have no right
13 to occupy, is not burdensome, because the Court would simply be ordering them to obey the law and
14 stop occupying the guard house illegally and desist from interfering with the easement of the
15 plaintiff by having the illegal guard house sitting on top of Unit #1 land.

17 71. Any bond issued by the Court should be in a relatively small amount, since it is clear
18 from all of the above information set forth by the Plaintiffs that Friedrich has a very high probability
19 of prevailing in this case. The Plaintiff suggests a \$100 bond.

21 **THIRD CAUSE OF ACTION FOR DECLARATORY RELIEF**

22 72. Plaintiffs incorporate hereby all of the allegations set forth above in paragraphs 1
23 through 71 as though fully set forth herein.

24 73. NRS 30.040, entitled "Questions of construction or validity of instruments, contracts
25 and statutes" states:

26 Any person interested under a deed, written contract or other writings constituting a
27 contract, or whose rights, status or other legal relations are affected by a statute,
28 municipal ordinance, contract or franchise, may have determined any question of

1 construction or validity arising under the instrument, statute, ordinance, contract or
2 franchise and obtain a declaration of rights, status or other legal relations thereunder.

3 74. Furthermore, NRS 30.070 entitled "Enumeration not exclusive, states:

4 The enumeration in NRS 30.040, 30.050 and 30.060 does not limit or restrict the
5 exercise of the general powers conferred in NRS 30.030 in any proceeding where
6 declaratory relief is sought, in which a judgment or decree will terminate the
controversy or remove an uncertainty.

7 75. The Defendants are in violation of the statutes and regulations regarding the zoning of
8 RBA and they are in violation of the statutes and ordinances regulating the occupancy of the guard
9 house and the land under it, and other statutes, ordinances, and regulations of the governing bodies
10 which have jurisdiction over RBA POA #2, including the Eighth Judicial District Court. This means
11 that this Court has the power to issue a Declaration that the guard house and associated gates and
12 entry lanes now allegedly owned and actually controlled (unlawfully) by RBA HOA #2 are not the
13 property of, nor should be controlled by Defendants, and that this usurped and illegal control must be
14 declared to be a legal nullity and void, that Defendants have no right to occupy the guard house or to
15 ask anyone who wishes to enter RBA what their business is. The Court should order that the
16 entryway is open to the public and that RBA POA #2 and the other Defendants must cease and desist
17 from their occupation and use of the guard house and control of the gates, because they do not own
18 the land under the guard house, nor do Defendants own the street which constitutes the entrance to
19 Rancho Bel Air.
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22 76. Furthermore, the Court should declare that the Plaintiff and his visitors and guests
23 have the right of free access, without hindrance by the Defendants, through the entrance to the RBA
24 development, because Plaintiff has a legal access easement to his property which cannot legally be
25 interfered with by the Defendants.
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PRAYER FOR RELIEF

1. That this Court find that the Defendants' illegal control over the Rancho Bel Air entryway streets, guard house, and gates is a nuisance, both private and public, which must be abated to stop further interference with the Plaintiff's rights of free and open access to his property, and to include free rights of access for his visitors and guests.

2. For an injunction preventing Defendants, or any of them, from stopping, detaining, questioning, harassing, or interfering with the Plaintiff or any guest/visitor of the Plaintiff, or any member of the public, who attempts to enter the Rancho Bel Air development through the now existing entrance on Rancho Drive.

3. For a mandatory injunction order that the Defendants must stop using, occupying, or controlling the guard house, gates, and streets at the current entryway to the Rancho Bel Air Development., and that they quit that location and take their guards and gates with them.

4. For damages in excess of \$15,000.00.

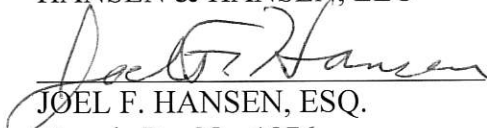
5. For punitive damages.

6. For such other relief as to the Court seems just and proper in the premises.

DATED this 24th day of August, 2020.

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BY:


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