

V/C

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

FILED
BY: *AT*
2019 JUL -9 AM 11:12
VIRGINIA TINNELL
SUPERIOR COURT CLERK

6 Plaintiff Pro Per 11 page limit and 5 days

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MOHAVE**

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

Case No.: **CV 2018 04003**

**REPLY TO DEFENDANT'S
RESPONSE TO PLAINTIFF'S
MOTION TO AMEND COMPLAINT
DATED JUNE 19, 2019**

Honorable Judge Eric Gordon

21 Comes now Plaintiff Pro Per Nancy Knight respectfully requesting the Court to
22 rule in favor of the Plaintiff for a Motion To Amend Complaint regarding enforcement of
23 Covenants, Conditions, and Restrictions (hereinafter "CC&Rs") against multiple parties
24 and for multiple types of violations in Tract 4076-B.

25 **MEMORANDUM OF POINTS AND AUTHORITES**

26 The Hon. Derek Carlisle granted the Plaintiff rights to prosecution of Tract 4076-
27 B CC&Rs on April 2, 2018 in Oral Arguments for Summary Judgment. The Hon. Derek
28 Carlisle had specifically denied Plaintiff's rights to prosecution of Tract 4076-A CC&Rs



1 “for the Robert’s home”. The intent of the Court, in multiple references to Count 1, from
2 the Oral Argument Transcript of the Ruling is quoted as follows with emboldened type
3 for emphasis: **Exhibit 1** – Pertinent portions of the Court’s ruling from the Oral
4 Argument Transcript (5 pages)

6 From Page 7, lines 1-13: “that Ms. Knight does not have the authority
7 to enforce any CC&R's in Tract 4076-A. However, there's also not a
8 dispute that Tract 4163 was previously a part of 4076-B, and 4076-B
9 specifically says it applies to lots and parcels within 4076-B. **So Ms.
Knight can enforce the CC&R's for 4076-B within Tract 4076-B....**”

10 “... what I am finding then is with respect to the two counts in the
11 Complaint, the first count clearly discusses setbacks or the violation
12 of setbacks **with respect to a particular residence in 4076-A.**
13 I am granting the Motion to Dismiss with respect **to count 1 which deals
with a particular lot, apparently the lot owned by the Roberts ...**”

14 From Page 7, Lines 20-24: “... -- the language of the CC&R's
15 says it runs with the parcels... So **I am finding she can sue for
things that occurred in 4076-B,** not 4076-A.”

17 From Page 8, Lines 1-10: “MS. KNIGHT: So the attempt -- may I,
18 Your Honor? So the attempt to violate that happened under the BOS
19 Resolutions that Mehdi -- I mean, he gave presentations and
20 everything, that -- that is still -- I have authority for that;
right? I think that's what you just said.

21 THE COURT: All I'm saying is ... you do have the authority
22 I am finding to **-- limited to things that happen in 4076-B.**”

23 MS. KNIGHT: Okay.”

24 The Court was clearly not completely recollecting the context of Count 2 during
25 the Oral Arguments as it was not merely about signage and included all allegations of
Count One, The Court says on Page 8, line 11- 12.

26 “...and my recollection of count 2 is it's kind of limited to putting
27 signs on unimproved lots.”

1 Mr. Oehler too was focused on Tract A issues (transcript page 8, lines 23-24 in a
2 conversation regarding a proposed form of order to be prepared by Mr. Oehler.

3
4 The transcript Page 9, lines 5-8 reads as follows:

5 THE COURT: I don't want to use the word standing, but it's basically a
6 standing argument, and **doesn't necessarily resolve whether there is a**
7 **justiciable complaint with respect to things that are occurring in 4076-B**
8 **or not.**"

9 On Page 10, line 19 the Court reinforces the intent of his ruling strictly with
10 respect to the Roberts house in Tract 4076-A and for violations in Tract B "**under the**
11 **same case**" as follows:

12 "THE COURT: All I said is that count 1 is dismissed.

13 MS. KNIGHT: I haven't memorized what are count 1 and count 2...

14 THE COURT: **Count 1 is the setback with respect to the house.**

15 MS. KNIGHT: Okay."

16 On Page 10, line 25 and carried over to Page 11 lines 1-5.

17 "THE COURT: -- to the extent that you have the authority for violation --

18 MS. KNIGHT: **Under the same case.**

19 THE COURT: -- **in 4076-B only.**"

20 The Court did not use the words "with prejudice" for the entire content of Count
21 One and left it open "**with respect to things that are occurring in 4076-B**". Based on
22 limited remembrance of the both Count One and Count Two, the Court's ruling did not
23 necessarily resolve whether there is a justiciable complaint with respect to things that are
24 occurring in Tract 4076-B which now have been proven for attempted violations in Tract
25 4076-B per the original complaint. Defendants taunt the Plaintiff to cite additional
26 setback violations which she can only cite based on evidence as are presented herein.
27
28

1 **Exhibit 2** – (2 pgs) Application and Plot plan with a rear setback of twelve (12) feet at
2 5867 S. Desert Lakes Drive in Tract 4076-B. **Exhibit 3** - (2 pg) Plot plan with a front
3 yard setback of fifteen (15) feet and a rear yard setback of twelve (12) feet at 1951 E.
4 Desert Drive in Tract 4076-B with a suspicious Applicant’s name and address
5 considering a certified letter was mailed to Mr. Siavosh Sanaye and was returned
6 unclaimed. The contact person on the building Application is Defendant Azarmi. **Exhibit**
7
8 **4** – (2 pgs) Application and Plot plan with a rear setback of twelve (12) feet at 1839
9 Lipan Blvd. in Tract 4076-B. **Exhibit 5** – (2 pgs) Certified mail receipt for Siavosh
10 Sanaye with “Unclaimed/Being Returned to Sender” notice dated April 25, 2019 as
11 compared to Defendant’s Exhibit list for Objection to Plaintiff’s Injunctive Relief
12 disclosing a potential Defendant’s name as Sanaye Siavosh.
13
14

15 Defendant’s allegations of attempts to add tracts and that Plaintiff has no
16 constitutional rights including safety and pursuit of happiness, as referred below, is
17 deceptive (para. 2, page 6 of their Response). There is no issue of futility in the Amended
18 Complaint.
19
20

21 The Plaintiff fully expected to be able to prosecute the attempted violation that
22 placed her at risk for prosecution by a neighbor had she opted-in and built an RV garage
23 with a fifteen foot setback. **Exhibit 6** – Email correspondence with Scott Holtry.
24

25 Plaintiff has provided the current Court with the envelope addressed to the
26 Plaintiff (Supra Exhibit 2 from June 19, 2019) proving the BOS Resolution Amendment
27 happened in Tract 4076-B in 2016 for prosecution rights. Defendant Azarmi is
28

1 identified by his fellow Planning Commissioners as the Proponent in the video recording
2 of Mr. Azarmi's arguments in favor of the setbacks on September 14, 2016. Plaintiff
3 made multiple references of the attempted violation in her Initial Disclosure in July 2018.
4

5 The Defendants repeatedly deny that Desert Lakes Golf Course and Estates Tract
6 4076 exists. **Exhibit 7** – (3 pgs) Resolution 93-122 para. 1 "...zoning for Desert Lakes
7 Subdivision Tract 4076...". Boundary map Bella Enterprises Tract 4076 in 1988.
8 Identical boundary map today at Realtor.com of Desert Lakes Golf Course Estates.
9

10 Regarding the recreation facility created by Mr. Ludwig in his Fairway Estates
11 development within Desert Lakes per the two maps cited above and at the boundary of
12 Tract 4076-B, disclosure is ongoing; however, to date the Plaintiff has reason to believe
13 this was an illegal construction project. Mr. Ludwig's zoning change application (90-60)
14 was to rezone all RU-10 zoning to Special Development single family homes on 65 of the
15 80 acres with a fifteen acre parcel to be either multifamily or neighborhood commercial.
16

17 **Exhibit 8** – (4 pgs) Res. 90-60 for Glen and Pearl Ludwig.
18

19 We see on the plot plan that the northerly portion of Mr. Ludwig's purchased land
20 is the 14.63 acres cited as Parcel AA "to remain vacant at this time". The private
21 recreation clubhouse and gate access on Mountain View are safety concerns. The
22 southerly portion of the map is where the clubhouse and other recreational facilities were
23 constructed and is cited as Parcel BB with clear multiple violations for construction as
24 this 6.48 acres, is designated as a Drainage Easement (D.E.) and with a non-
25
26
27
28

1 vehicular access easement off of Mountain View. Plaintiff is affected by fear of a sink
2 hole on the premises and cannot accept invitations to social events in pursuit of
3 happiness. **Exhibit 9** – Plot Plan for Lakeview Village aka Fairway Estates.
4

5 Further, the County Assessor has this parcel billed for 3 acres and a clubhouse at
6 less than \$12 per year in property taxes with a California zoning designation. Something
7 is amiss. This matter is to be ruled upon by a jury or in mediation.
8

9 In the current Court’s judgment, the signage has two issues – one of law and one
10 of fact. Regarding the law issue, the office of Governor Ducey referred the Plaintiff to the
11 three Mohave County legislators for possible rescinding of Statute 33-441 (Rep. Regina E.
12 Cobb, Rep. Leo Biasiucci, and Sen. Sonny Borrelli. Senator Borrelli’s staff escalated the
13 issue to the legislative analysts. The legislature will not be back in session until January
14 2020.
15

16 The issue of fact is whether the “Build to Suit” signs are commercial advertising.
17 Plaintiff sent photographs of the sign to the three legislators. They may participate in the
18 fact finding; however, in the absence of timely response or opinion of the legislators,
19 Plaintiff has requested that the jury or mediator resolve this issue of fact between the
20 Plaintiff and Defendants.
21

22 Defendants cannot prove a total disregard of the CC&Rs. Plaintiff provided proof
23 of enforcement by multiple parties. Supra Exhibits include: T&Ms imposition for 15 feet
24 of steel rails on the Plaintiff’s side yard fence; Plaintiff’s restoration of CC&R violations
25 for fence height and removal of steel rails in CV 2016 04026 with views taken by an
26 adjacent neighbor; Sterling Varner’s rezoning of parcel VV with ten foot setbacks
27
28

1 apparently as a developer representative and member of the CC&R Committee of
2 Architecture with authority for variances and therefore not litigable contrary to Defendant
3 claims, and more... Nonetheless, had no enforcement been conducted, the CC&Rs state
4 per Article II, para. 20 (bold and underscored for emphasis:
5

6 “If there shall be a violation or threatened or attempted violation of any of
7 the foregoing covenants, conditions or restrictions it shall be lawful for
8 Declarant, its successors or assigns, the corporation whose members are the
9 lot owners or any person or persons owning real property located within the
10 subdivision to prosecute proceedings at law or in equity against all persons
11 violating or attempting to or threatening to violate any such covenant,
12 restrictions or conditions and prevent such violating party from so doing or
13 to recover damages or other dues for such violations. ...” **No failure of the**
14 **Trustee or any other person or party to enforce any of the restrictions,**
15 **covenants or conditions contained herein shall, in any event, be construed**
16 **or held to be a waiver thereof or consent to any further or succeeding breach**
17 **or violation thereof...”**

18 In regards to the Plaintiff’s pro per pleadings, Plaintiff cites a few quotes from
19 case law "... the right to file a lawsuit pro se is one of the most important rights under the
20 constitution and laws." "Pro se pleadings are to be considered without regard to
21 technicality; pro se litigants' pleadings are not to be held to the same high standards of
22 perfection as lawyers." "Pleadings are intended to serve as a means of arriving at fair and
23 just settlements of controversies between litigants. They should not raise barriers which
24 prevent the achievement of that end. Proper pleading is important, but its importance
25 consists in its effectiveness as a means to accomplish the end of a just judgment." "A pro
26 se litigant should be given a reasonable opportunity to remedy defects in his pleadings if
27 the factual allegations are close to stating a claim for relief." "pro se pleadings are held to
28 ‘an especially liberal standard’; Fed.R.Civ.P. 8(f) “All pleadings shall be so construed as
to do substantial justice”.

1 It is in the interest of justice and long-term protection of property rights that the
2 Plaintiff has had to file multiple motions in her effort to exhaust all administrative
3 remedies. The technicality that Tract 4076-A is to be taken from the Plaintiff's rights to
4 prosecution is still a matter of discrepant opinion and subject to increased evidence. Mr.
5 Ludwig had to get approval from Bella Enterprises for his change from RU-10 zoning
6 and from all property owners within 300 feet of his purchased land. Among the signers is
7 Angelo Rinaldi who cited ownership of Phase 1 and Phase II (aka Tract 4076-A and
8 Tract 4076-B respectively). **Exhibit 10** – (2 Pgs) from Mr. Ludwig's rezoning document.
9 As the Court can clearly see Tracts were merely defined for phases of development
10 within the Desert Lakes Subdivision Tract 4076 in 1988 as created by Bella Enterprises.
11

12
13
14 But for all of the confusion on technicalities and the Plaintiff's attempts at justice
15 with evidence presented to the Court, the Plaintiff's multiple motions would not have
16 been necessary.
17

18 The Court and the Defendants were made aware of the Plaintiff's need to exhaust
19 all administrative remedies in this matter as stated in a Status Conference on April 11,
20 2019. No ambiguity exists in the CC&Rs for twenty foot front and rear setbacks that have
21 been violated by the Defendants. Paragraph 20 of CC&Rs cites the non-waiver provision
22 (Supra- book 1641, p. 899). Non-waiver and non-abandonment, and no ambiguity are
23 legal issues that have been resolved by the Arizona Supreme Court in multiple cases.
24 Plaintiff cites the Arizona Supreme Court in *Powell v. Washburn*, 211 Ariz. 553, 125 P.
25 3d 373 (2006) for support of a Court ruling in favor of the Plaintiff. Pertinent excerpts
26 follow:
27
28

1 Paragraph 1: "...restrictive covenants should be interpreted to give effect to the
2 intention of the parties as determined from the language of the document in its
3 entirety and the purpose for which the covenants were created."

4 Every Desert Lakes Tract CC&R Declaration (Tracts 4076-A, 4076-B, 4076-C,
5 4076-D, 4132, 4159) has consistent language as evidence of intent to protect the entire
6 300+ acre Subdivision.

7
8 Paragraph 7: "We accepted review because of the widespread use of restrictive
9 covenants in planned communities and the accompanying need for a clear
10 statement of how to interpret such covenants. We have jurisdiction under Article
11 6, Section 5(3), of the Arizona Constitution, Arizona Revised Statutes ("A.R.S.")
12 section 12-120.24 (2003), and Arizona Rule of Civil Appellate Procedure
13 ("ARCAP") 23.

14 Paragraph 9: "In Arizona, the traditional rule has been that when a restrictive
15 covenant is unambiguous, it is enforced so as to give effect to the intent of the
16 parties. Biltmore Estates, 177 Ariz. at 449, 868 P.2d at 1032 ("[T]he cardinal
17 principle in construing restrictive covenants is that the intention of the
18 parties to the instrument is paramount.")..."

19 Arizona Court of Appeals Division 1, Department B
20 *College Book Centers, Inc. v Carefree Foothills Homeowners'*
21 *Association* 225 Ariz. 553, 241 P.3d 897 (App. 2010). Paragraph 18:
22 "... **But when CC&Rs contain a non-waiver provision, a restriction**
23 **remains enforceable, despite prior violations, so long as the violations**
24 **did not constitute a "complete abandonment" of the CC&Rs...**"

25 Complete abandonment of deed restrictions occurs when "the restrictions
26 imposed upon the use of lots in [a] subdivision have been so thoroughly
27 disregarded as to result in such a change in the area as to destroy
28 the effectiveness of the restrictions [and] defeat the purposes for
which they were imposed [.] Id. (quoting *Condos v. Home Dev. Co.*, 77 Ariz.
129, 133, 267 P.2d 1069, 1071 (1954).

There exists no complete abandonment of the CC&Rs and this case is intended to
prevent the complete destruction of the intent and purposes for which the CC&Rs were
created. The Subdivision has imposed restrictions that have been enforced including

1 protection of views of adjacent lots for which the 20 foot setbacks and steel rail fencing
2 was imposed in this golf course planned community.

3
4 In the words of Supervisor Johnson on October 3, 2016 (Supra Exhibit, on page 2
5 of the BOS minutes), "... if I was somebody that lived in this subdivision and I bought in
6 there and ... if somebody comes in and builds five foot farther in front of me and we are
7 allowing that, it seems to me that we can be liable for some kind of a take on that. ... "I
8 can tell you in Lake Havasu they would lynch you for doing something like that. That
9 would not go over at all."

10
11
12 Desert Lakes Subdivision Tract 4076 and all phases of development for various
13 subdivision tract numbers within the planned 300+ acres has never had a Homeowner
14 Association. No individual property owner has a fiduciary duty to enforce the CC&Rs but
15 individuals do have a legal right to enforce through prosecution as duly noted in the
16 CC&Rs and by the Court on April 2, 2018 for the Plaintiff's right to prosecute violations
17 in Tract 4076-B citing "the CC&Rs run with the land".

18
19
20 The Plaintiff would suffer substantially if the Court should deny the Plaintiff's
21 rights to prosecution of violations **in this same case** as noted by the Court on April 2,
22 2018. Another adjacent neighbor could impede the Plaintiff's views again if the Plaintiff
23 is not adjudicated rights to enforcement.

24
25 The Plaintiff is not required to seek out hundreds of violators of CC&Rs that may
26 or may not exist. Until this matter is resolved, any other violations that may exist can be
27 adjudicated in due course if meritorious. Plaintiff seeks to enforce with evidence rather
28

1 than supposition on the part of Defendants. Defendants themselves have a duty to follow
2 the rules of the Contract. Defendants will continue to abuse the rules that are intended to
3 be a mutuality of burden and benefit to all lot owners in Desert Lakes Golf Course and
4 Estates Tract 4076 until the matter of uncertainty and insecurity of the Plaintiff's right to
5 prosecute is resolved.
6

7
8 Plaintiff has twice offered to settle amiably.

9 The Complaint is justified.

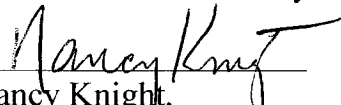
10 Plaintiff pleads for a ruling based on the merits of facts and evidence in support of
11 a Motion to Amend the Complaint for CC&R violations and attempted violations albeit
12 limited to Tract 4076-B.
13

14 Plaintiff pleads for denial of Defendants attorney fees.

15 Plaintiff seeks a ruling that the Defendant's Objection was filed untimely in
16 accordance with rule 7.1 exceeding ten days from June 19 in filing their Response and
17 caused the Plaintiff additional stress and suffering for this unexpected need to Reply.
18

19 Sanctions are appropriate in the sum of not less than \$2,000.
20

21 RESPECTFULLY SUBMITTED this 9th day of July, 2019

22 
23 Nancy Knight,
24 Plaintiff Pro Per

25 Copy of the foregoing was emailed on July 9, 2019 to:
26 djolaw@frontiernet.net
27 Attorney for the Defendants

28 The Law Office of Daniel Oehler
2001 Highway 95, Suite 15,
Bullhead City, Arizona 86442

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Exhibit 1 – 5 pages
Pertinent portions of Oral Argument Court Transcript

1 that Ms. Knight does not have the authority to enforce any
2 CC&R's in Tract 4076-A. However, there's also not a dispute
3 that Tract 4163 was previously a part of 4076-B, and 4076-B
4 specifically says it applies to lots and parcels within 4076-B.
5 So Ms. Knight can enforce the CC&R's for 4076-B within
6 Tract 4076-B. She can't enforce the CC&R's for 4076-B in a
7 different tract. So she can't enforce those in 4076-A, but she
8 can in 4076-B.

9 And since this is all just predicated on whether
10 she has the authority to file a suit or not, what I am finding
11 then is with respect to the two counts in the Complaint, the
12 first count clearly discusses setbacks or the violation of
13 setbacks with respect to a particular residence in 4076-A.

14 I am granting the Motion to Dismiss with respect
15 to count 1 which deals with a particular lot, apparently the
16 lot owned by the Roberts at this point in time. I am denying
17 the Motion to Dismiss with respect to count 2 to the extent
18 that she can -- at least has the authority to assert violations
19 of signage or other violations in 4076-B.

20 Because I -- the language of the CC&R's says it
21 runs with the parcels. This was part of the parcel. I don't
22 see anything that says it was excluded once it was sold. So I
23 am finding she can sue for things that occurred in 4076-B, not
24 4076-A. So the Motion to Dismiss is granted with respect to
25 count 1, denied with respect to count 2.

1 MS. KNIGHT: So the attempt -- may I, Your
2 Honor? So the attempt to violate that happened under the BOS
3 Resolutions that Mehdi -- I mean, he gave presentations and
4 everything, that -- that is still -- I have authority for that;
5 right? I think that's what you just said.

6 THE COURT: All I'm saying is I granted with
7 respect to count 1, I'm denying with respect to count 2 because
8 you do have the authority I am finding to -- limited to things
9 that happen in 4076-B.

10 MS. KNIGHT: Okay.

11 THE COURT: So -- and my recollection of count 2
12 is it's kind of limited to putting signs on unimproved lots.
13 So if there are signs on unimproved lots in 4076-B, you might
14 be able to pursue that. And, again, this is just whether she
15 has the authority to sue or not.

16 So, Mr. Oehler, I don't know if you want to
17 prepare a Proposed Form of Order with respect to the dismissal
18 of count 1 or not or --

19 MR. OEHLER: Your Honor, I think, you know, we
20 perhaps had best do that, and also include the Court's
21 reasoning in regard to the signage. You know, I cannot sit
22 here and say that any client I represent in this lawsuit has a
23 single sign in the B Tract. I don't know. I, you know, was
24 really focused on the A Tract issues.

25 THE COURT: And I understand that. I'm not

1 saying this resolves the case -- well, resolves the case with
2 respect to count 1.

3 Again, this is just whether she --

4 MR. OEHLER: Correct.

5 THE COURT: I don't want to use the word
6 standing, but it's basically a standing argument, and doesn't
7 necessarily resolve whether there is a justiciable complaint
8 with respect to things that are occurring in 4076-B or not.

9 MS. OEHLER: Yeah, Your Honor, if, you know,
10 obviously after you recess, I would talk with the clerk (sic)
11 and have her send me a copy of the transcript from which I
12 would prepare a Proposed Form of Order.

13 THE COURT: All right. Well, anything else then
14 at this point in time?

15 MR. OEHLER: No, Your Honor. And I would assume
16 that it would be acceptable with the Court that we can follow
17 this up with an affidavit dealing with the issue of fees and
18 costs?

19 THE COURT: Yeah. And I didn't specifically
20 address that issue because -- because I think that you won in
21 part and lost in part since I dismissed one of the counts but
22 not the other count.

23 MR. OEHLER: Well, Your Honor, you're
24 certainly --

25 THE COURT: You can make a motion with respect

1 to that --

2 MR. OEHLER: Okay. Thank you.

3 THE COURT: -- and I'll deal with that issue. I
4 don't need to resolve that right now.

5 MR. OEHLER: Thank you.

6 Anything else, Ms. Knight?

7 MS. KNIGHT: Probably, but I just -- can I
8 confirm what I think the understanding is? In the CC&R's it
9 says "attempted or threatened violation," and that's what Mehdi
10 did when he went before the planning commission and then the
11 Board of Supervisors to try to get anybody who wanted the
12 setback reduction in the whole project, the whole Desert Lake
13 Golf Course and Estates subdivision. I can proceed with that
14 part of my complaint? I think that's what you said.

15 THE COURT: All I said is that count 1 is
16 dismissed.

17 MS. KNIGHT: I haven't memorized what are
18 count 1 and count 2. I understand it's --

19 THE COURT: Count 1 is the setback with respect
20 to the house.

21 MS. KNIGHT: Okay.

22 THE COURT: That's dismissed. Count 2 is not
23 dismissed --

24 MS. KNIGHT: Egregious parts of it, yes.

25 THE COURT: -- to the extent that you have the

1 authority for violation --

2 MS. KNIGHT: Under the same case.

3 THE COURT: -- in 4076-B only.

4 MS. KNIGHT: Yes, under the same case. We don't
5 have -- so we now go to disclosure or what do we do? What is
6 the next step? You answer now to that --

7 THE COURT: All right.

8 MS. KNIGHT: -- Mr. --

9 THE COURT: We'll send --

10 MR. OEHLER: Your Honor, I -- simply so we don't
11 have additional argument in paper or in person, I would assume,
12 therefore, that the notice of -- excuse me, the Order of
13 Dismissal will dismiss Mr. and Mrs. Roberts since they're
14 obviously in the A Tract and dealing exclusively here as
15 Defendants as a result of their residence.

16 THE COURT: I would have assumed that as well,
17 but I'm assuming you will submit a notice -- or a lodged
18 judgment, and --

19 MR. OEHLER: I will.

20 THE COURT: -- there may or may not be
21 objections to it --

22 MR. OEHLER: Sure.

23 THE COURT: -- but we'll go from there once I
24 see it and once I rule on any objections to it.

25 MR. OEHLER: Thank you.

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Exhibit 2 – 2 pages
5867 Desert Lakes Dr. setback violation

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

Drop off

Mohave County Permit Application Worksheet Residential

SFR

Date 8/28/18

Project # _____

Permit # 2018-1890



PLOT PLANS MUST BE NO LARGER THAN 8 1/2" X 11"

NOTE: Shaded areas are for county use only.

1. Type of Improvement: NEW HOME CONSTRUCTION

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

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

3. Property Owners Name: JUDY ROVNO
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Fax Number: _____ Email: _____

4. SITE LOCATION ADDRESS: 5867 S DESERT LAKES DR
 House No Street Dir Street Name:

5. Legal Description:
 Assessor Parcel Number: 2 2 6 1 3 0 0 2 Parent Parcel: Yes
 Subdivision Name: DESERT LAKES Golf Course Est Corner Lot: Yes
 Unit/Tract/Block/Lot: -4076-B -- F -- 11
 Township/Range/Section: 19N -- 22W -- 35

6. Plot Plan Drawing (see instructions on plot plan form) Cont _____ Acres .16

lung 1793
 storage 1103
 entry 29
 patio 264
3189 FT

Public Works, Flood Control Division

7. Is there an existing structure? YES NO

7A. Previous PFI#: _____ Previous FUP#: _____

FLOOD \$ _____

Environmental Health Division

8. Is this an existing system? YES NO

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

9. Septic Tank Size: _____ Manufacturer: _____

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

11. Water Source: _____

Number of bedrooms: _____

Number of fixture units: _____

Planning & Zoning Division

12. Zoning: SD/RO

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

14. Water Source: _____

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

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

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

18. Bond Exemption: 08021772

ZONING \$ _____

BLDG \$ _____

P/C \$ _____

AUTOMATION FEE \$ _____

OTHER \$ _____

SUBTOTAL \$ _____

DEPOSIT 540.00

BAL DUE \$ _____

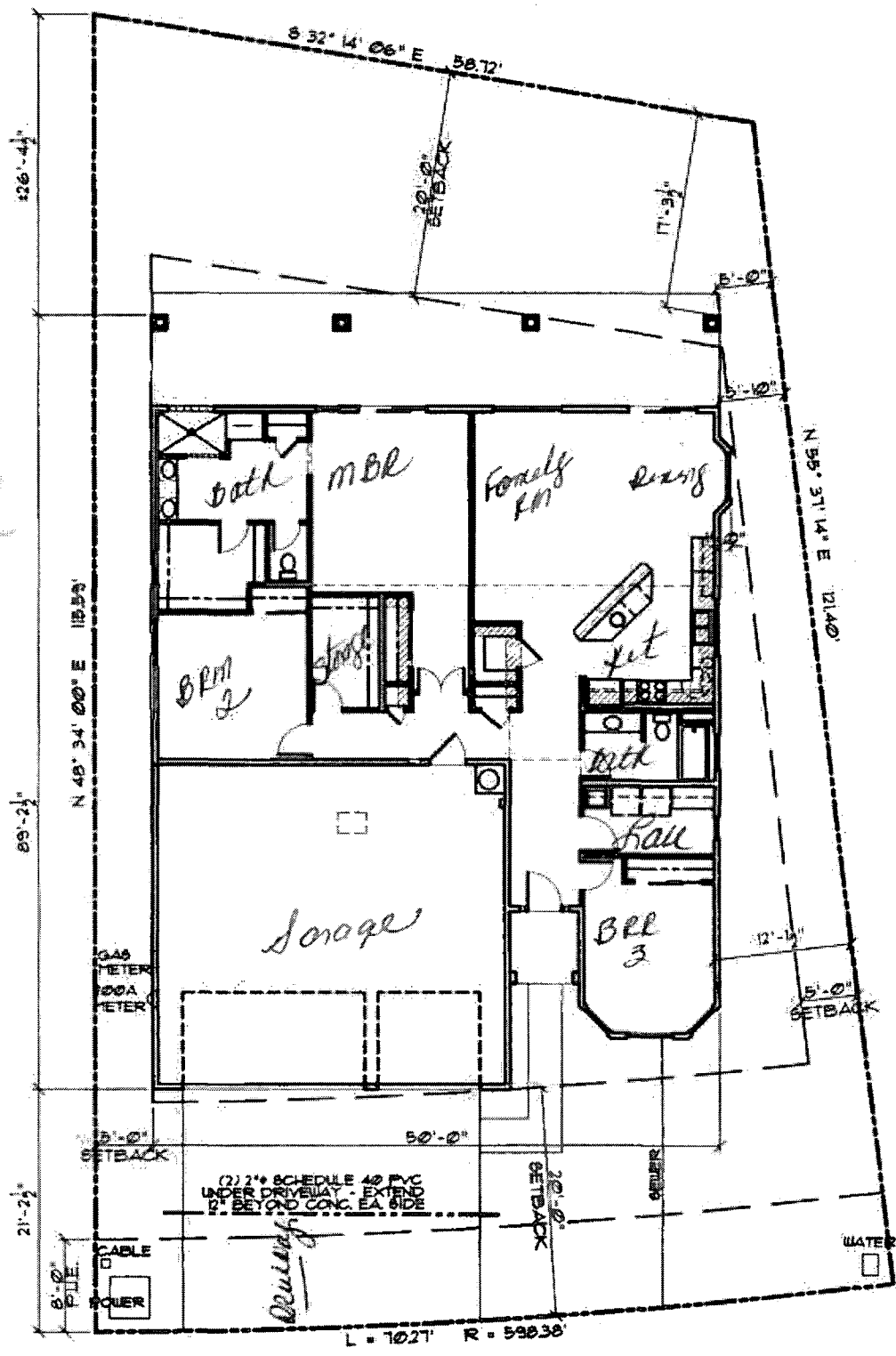
Desert Fern 8/28/18

marked

CL# 2101

NOTE: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

Proposed SFR



5867 S. DESERT LAKES DRIVE

APN: 226-13-002
4076-B-F-11
19N-22W-35

BLD-2018-1890

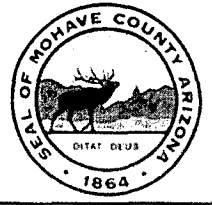
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Exhibit 3 – 2 pages
1951 E. Desert Drive setback violations

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

**Mohave County
Permit Application Worksheet
Residential**

Date 5/22/18
Project # _____
Permit # BLD 2018-1148



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

1. Type of Improvement: SFR

2. Applicant's name: SIAVOSH SANAYE
Mailing address: 13467 N. 103rd Street
City: Scottsdale State: AZ Zip: 85260

2A. Contact Name: Mehdi Azarmi PHONE: 928-303-4443
Fax Number: _____ Email: Mehdi@fairwayconstructors.com

3. Property Owners Name: SIAVOSH SANAYE
Mailing Address: SAME
City: _____ State: _____ Zip: _____
Fax Number: _____ Email: _____

4. SITE LOCATION ADDRESS: 1951 E Desert Drive
House No Street Dir Street Name:

5. Legal Description:
Assessor Parcel Number: 2 2 6 . 1 3 . 1 6 8 Parent Parcel: Yes
Subdivision Name: Desert Lakes Golf Course & Estates Corner Lot: Yes
Unit/Fract/Block/Lot: --4176-B -- H -- 59
Township/Range/Section: 19N -- 22W -- 35

6. Plot Plan Drawing (see instructions on plot plan form) Cont Acres .14

Living 1793 #
Garage 994 #
Patio 293 #

Public Works, Flood Control Division

7. Is there an existing structure? YES NO
7A. Previous PFI#: _____ Previous FUP#: _____

FLOOD \$ _____

Environmental Health Division

8. Is this an existing system? YES NO
8A. Is this a Conventional Septic? YES NO, Alternative System? YES NO
9. Septic Tank Size: _____ Manufacturer: _____
10. Septic Contractor: _____ License #: _____
Or Owner / Builder: YES NO
11. Water Source: CITY WATER

Number of bedrooms: _____

Number of fixture units: _____

sewer

Planning & Zoning Division

12. Zoning: SD/RO

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

14. Water Source: CITY WATER

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

16. Contractor Information (Names & License #'s)
- General Contractor: OWNER BUILDER License #: N/A
- Electrical Contractor: HTWT ELECTRIC License #: ROC149809
- Plumbing Contractor: ACTION ONE PLUMBING License #: ROC163642
- Mechanical Contractor: RIVER VALLEY A/C License #: ROC200411

17. GRADING PERMIT: Material amount (cubic yards)? N/A

18. Bond Exemption: N/A

ZONING \$ _____

BLDG \$ _____

P/C \$ _____

AUTOMATION FEE \$ _____

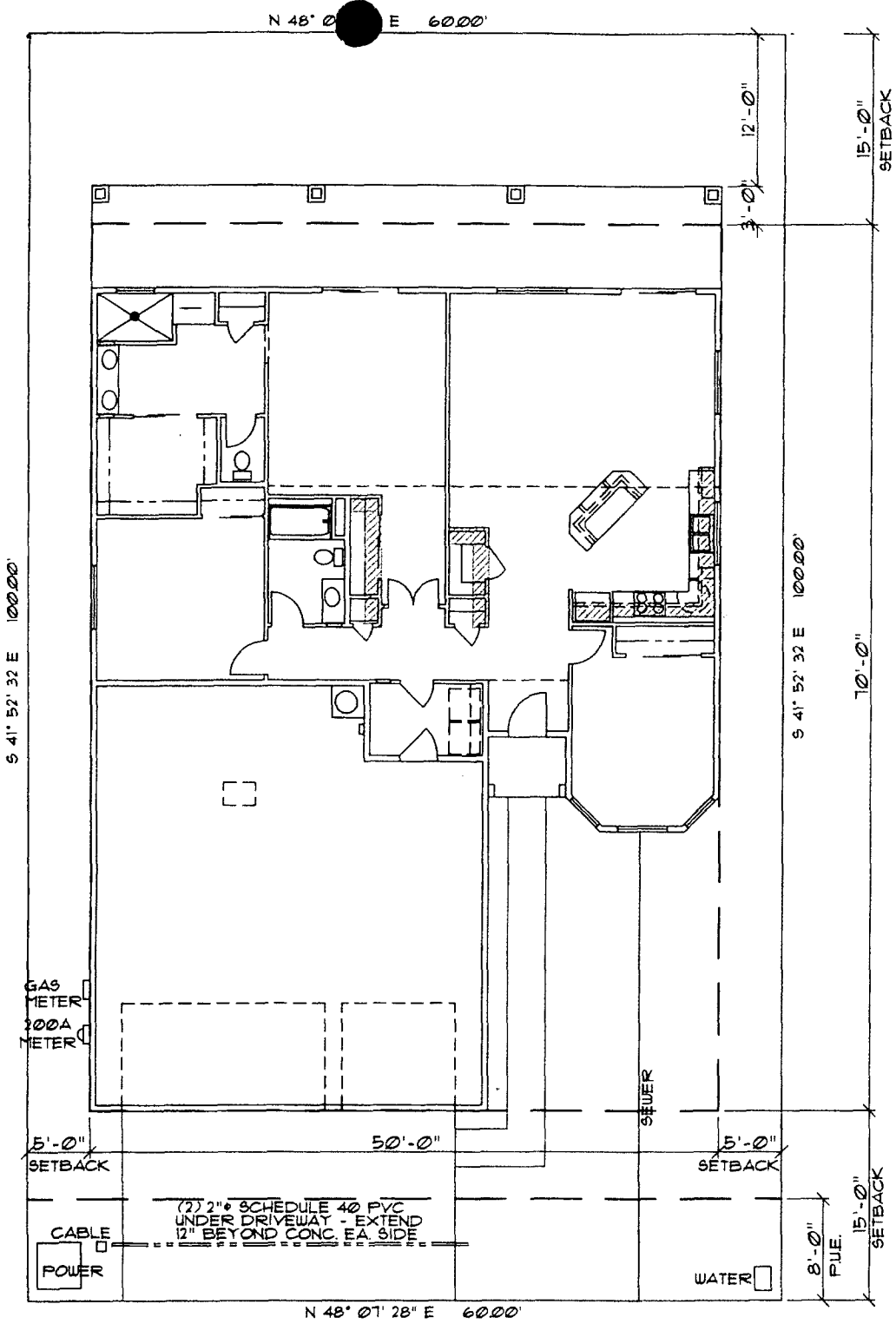
OTHER \$ _____

SUBTOTAL \$ _____

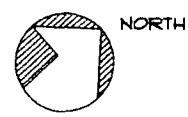
DEPOSIT <\$540>

BAL DUE \$ _____

BLD



1951 E. DESERT DRIVE



T2 4076B Block H Lot 59

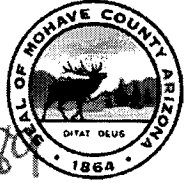
226-13-168

R1 D 2018-1148

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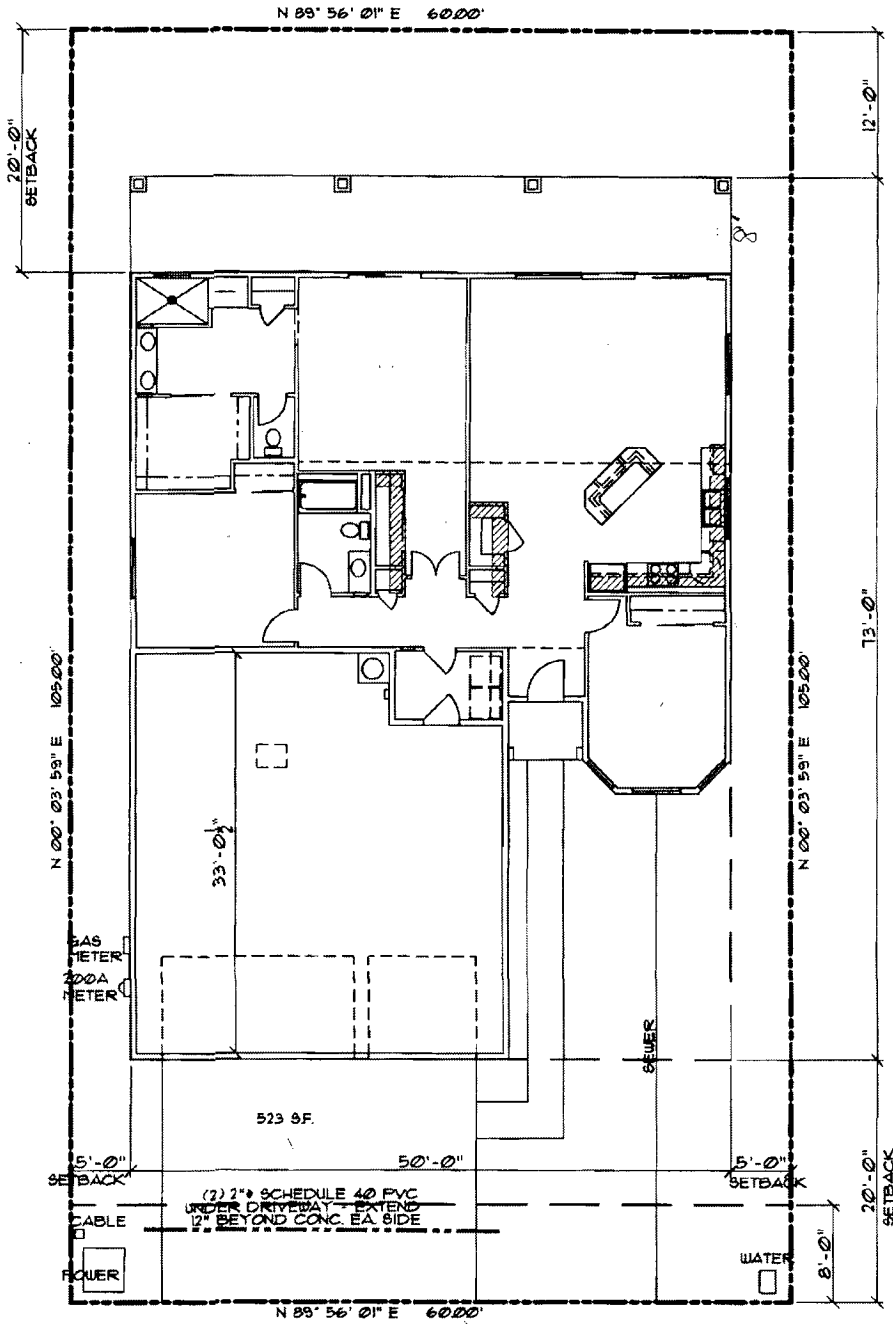
Exhibit 4 – 2 pages
1839 Lipan Blvd. setback violation

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

Mohave County Permit Application Worksheet Residential	Date <u>3-21-18</u> Project # _____ Permit # <u>BLD 2018-00589</u>	
PLOT PLANS MUST BE NO LARGER THAN 8 1/2 " X 11" NOTE: Shaded areas are for county use only.		
1. Type of Improvement: <u>NEW HOME CONSTRUCTION</u> 2. Applicant's name: <u>Fairway Constructors Inc</u> Mailing address: <u>5890 S. Hwy 95, Suite A</u> City: <u>Fort Mohave</u> State: <u>AZ</u> Zip: <u>86426</u> 2A. Contact Name: <u>MEHDI AZARMI</u> PHONE: <u>928-303-4443</u> Fax Number: _____ Email: <u>mehdi@fairwayconstructors.com</u> 3. Property Owners Name: <u>JORDAN & GINA GRICE</u> Mailing Address: _____ City: _____ State: _____ Zip: _____ Fax Number: _____ Email: _____ 4. SITE LOCATION ADDRESS: <u>1839</u> <u>E</u> <u>LIPAN BLVD</u> House No Street Dir Street Name: 5. <u>Legal Description:</u> Assessor Parcel Number: <u>2 2 6 - 1 3 - 0 9 8</u> Parent Parcel: <input type="checkbox"/> Yes Subdivision Name: <u>DESERT LAKES</u> Corner Lot: <input type="checkbox"/> Yes Unit/Tract/Block/Lot: _____ -- 4076-B -- F -- 107 Township/Range/Section: <u>19N</u> -- 22W -- 35 6. Plot Plan Drawing (see instructions on plot plan form) Cont Acres		
Public Works, Flood Control Division 7. Is there an existing structure? <input type="checkbox"/> YES <input type="checkbox"/> NO 7A. Previous PFI#: _____ Previous FUP#: _____	FLOOD \$ _____	
Environmental Health Division 8. Is this an existing system? <input type="checkbox"/> YES <input type="checkbox"/> NO 8A. Is this a Conventional Septic? <input type="checkbox"/> YES <input type="checkbox"/> NO, Alternative System? <input type="checkbox"/> YES <input type="checkbox"/> NO 9. Septic Tank Size: _____ Manufacturer: _____ 10. Septic Contractor: _____ License #: _____ Or Owner / Builder: <input type="checkbox"/> YES <input type="checkbox"/> NO 11. Water Source: _____	Number of bedrooms: _____ Number of fixture units: _____	
Planning & Zoning Division 12. Zoning: <u>SDFD</u> 13. Mobile Home or Recreational Vehicle Information: Make: _____ Size: _____ of beds: _____ Year: _____ State #: _____ HUD or VIN: _____ Mobile Home Installer Name: _____ License #: _____ Address: _____ Phone: _____ 14. Water Source: _____ 15. Sanitation: <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Septic [Septic Permit #: _____] 16. Contractor Information (Names & License #'s) - General Contractor: <u>Fairway Constructors</u> License #: <u>ROC090937</u> - Electrical Contractor: <u>HTWT Electric</u> License #: <u>ROC149809</u> - Plumbing Contractor: <u>Action One Plumbing</u> License #: <u>ROC165642</u> - Mechanical Contractor: <u>River Valley</u> License #: <u>ROC200411</u> 17. GRADING PERMIT: Material amount (cubic yards)? _____ 18. Bond Exemption: <u>08021772</u>	ZONING \$ _____ BLDG \$ _____ P/C \$ _____ AUTOMATION FEE \$ _____ OTHER \$ _____ SUBTOTAL \$ _____ DEPOSIT < \$ <u>540.00</u> ^{OK} <u>2038</u> BAL DUE \$ _____	

Note: Must provide construction drawings for Development Services application (Residential – 2 complete sets)

BUD 2018.00589



NORTH



1839 LIPAN BLVD
 APN: 226-13-098

Desert Lakes
 4076B Bk F 10F107

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Exhibit 5 – 2 pages
Confusing name for potential Doe
Sanaye Siavosh or Siavosh Sanaye Documents

Exhibit 5 2pg

Tracking Number: 7018309000078091056

Your item departed our USPS facility in PHOENIX AZ DISTRIBUTION CENTER on May 1, 2019 at 12:58 pm. The item is currently in transit to the destination.

Status

In-Transit

May 1, 2019 at 12:58 pm

Departed USPS Regional Facility

PHOENIX AZ DISTRIBUTION CENTER

April 25, 2019, 8:45 am

Unclaimed/Being Returned to Sender
SCOTTSDALE, AZ 85260

Reminder to Schedule Redelivery of your item

April 1, 2019, 3:38 pm

Notice Left (No Authorized Recipient Available)
SCOTTSDALE, AZ 85260

701A 3090 0000 7809 1056 X

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®

SCOTTSDALE, AZ 85260

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

Postmark: MAR 30 2019 PHOENIX AZ

Sent to: Siavosh Sanayei
Street and Apt. No., or PO Box No.: 13467 N 103rd St
City, State, ZIP+4®: Scottsdale, AZ 85260

PS Form 3800, April 2015 PSN 7531-230-9047 See Reverse for Instructions

EXHIBITS
Objection to Motion for Injunctive Relief
Knigh t v. Ludwig, et al.

<u>Exhibit</u>	<u>Description</u>
A	Photograph of the Rovno residence that depicts its current state of construction the week of November 26, 2018
B	Photograph of 1951 E. Desert Drive owned by Sanaye Siavosh depicting status of this single family residence as it existed the week of November 26, 2018.
C	Recorded plat for Tract 4076-B
D	Recorded plat for Tract 4163
E	Copies of the tract residences aerial view
F	Photographs of signage

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Exhibit 6
Correspondence with Scott Holtry regarding
BOS setback reduction offer

c. 11/17/16

nancyknight

From: "Scott Holtry" <Scott.Holtry@mohavecounty.us>
Date: Monday, July 18, 2016 8:23 AM
To: "Nancy Knight" <nancyknight@frontier.com>
Cc: "Christine Ballard" <Christine.Ballard@mohavecounty.us>
Subject: RE: Desert Lakes Setback Reduction

Nancy,

Looking at the aerial photo of your property it looks like there could possibly be space for a second detached garage on the southeast side of the property. The change in setbacks, if you decide to opt-in and if approved, would also give you more room for the second garage. Expanding the existing garage would also be an option. In both cases we would have to make sure that you stay within the approved setbacks and that you don't exceed 60% of lot coverage. Having a larger lot helps with staying under 60% of lot coverage. Going off the aerial photo it looks like you are at about 30% right now. Let me know if you have any further question.

Thanks

Scott Holtry

Planner II
 Mohave County Development Services
 Phone: 928-757-0903 Fax: 928-757-0936
 3250 E Kino Ave, Kingman, AZ 86409
 scott.holtry@mohavecounty.us

From: Nancy Knight [mailto:nancyknight@frontier.com]
Sent: Saturday, July 16, 2016 5:58 AM
To: Scott Holtry <Scott.Holtry@mohavecounty.us>
Subject: Desert Lakes Setback Reduction

Dear Mr. Holtry,
 As a Planner, I hope you can answer my question.

I have analyzed my lot and needs and see that if I were to sign up for the proposed setback reduction then I would have space in the front yard for an second detached garage. I have an existing three car garage attached to my home. My question is - would I be able to add an additional detached two car garage, RV suitable in height and depth. I 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 to how any additional building on my property would diminish its value, is due soon.

Nancy Knight
 1803 E. Lipan Circle
 Fort Mohave, AZ

7/8/2019

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Exhibit 7 – 3 pages
Evidence of existence of Desert Lakes Subdivision
Including 2 boundary maps and Resolution 93-122

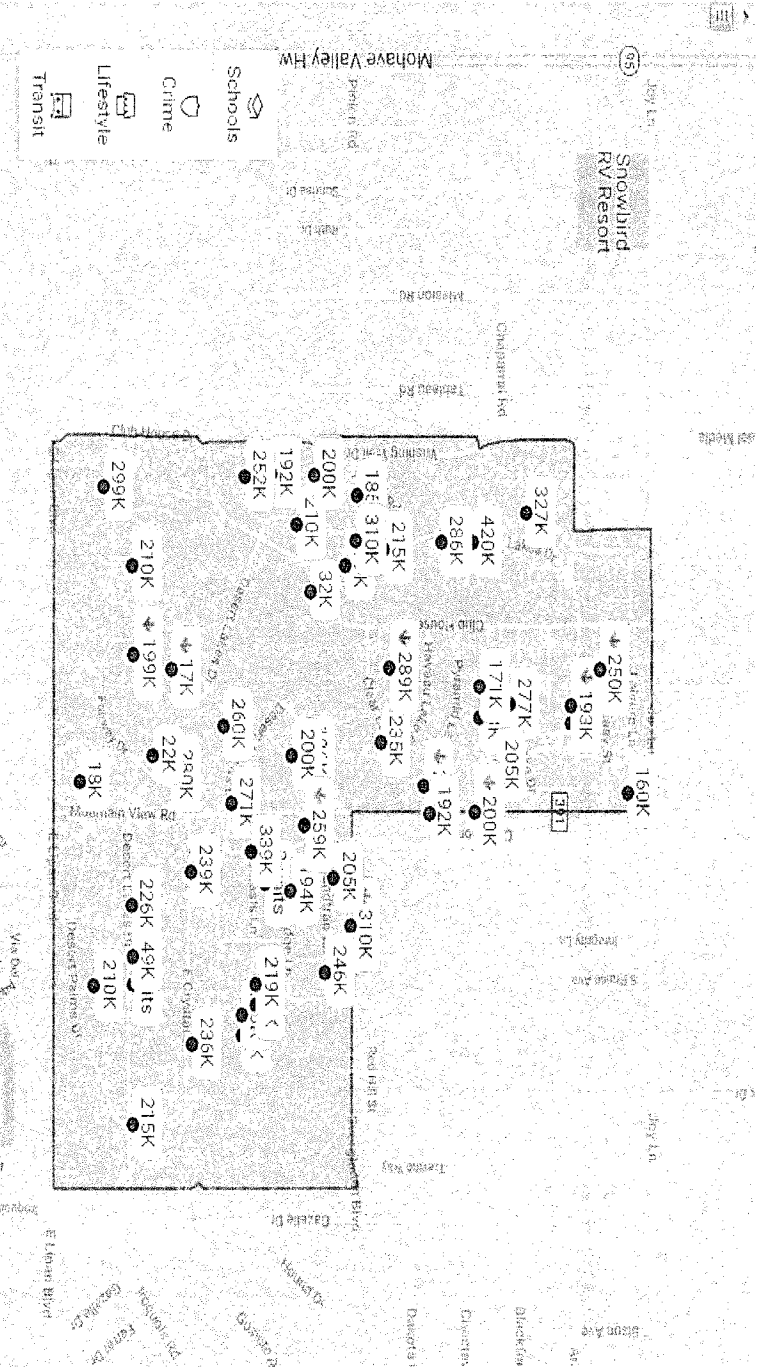
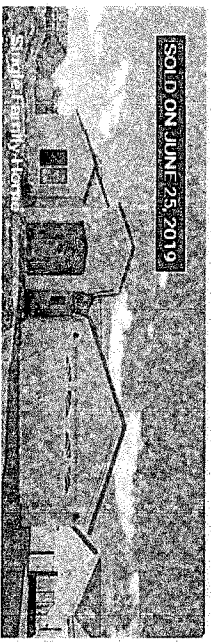
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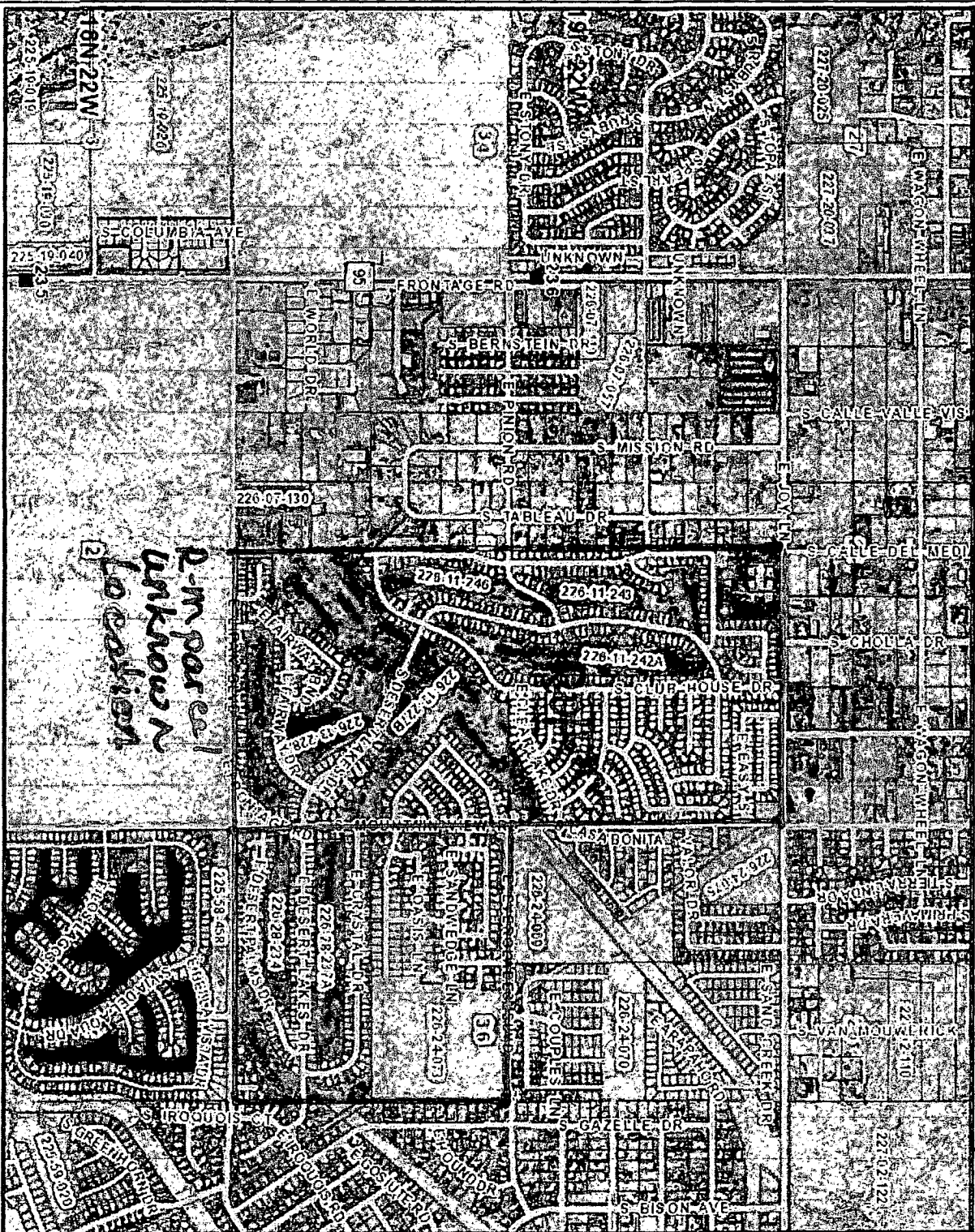
Desert Lakes Golf Course Estate...

58 Homes Sort by Sold Date v



3 bed 2 bath 1,464 sqft 8,240 sqft lot
1962 E Pyramid Lake Pl, Fort Mohave, AZ 86426





0 1,729.2 3,458.5 Feet
 (approximate scale)
 © 2017 Mohave County Information Technology

Map Created: 10/15/2018

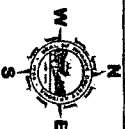
This map is a user generated static output from the Mohave County Interactive Map Viewer and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION, AS A LEGAL DOCUMENT, FOR PROPERTY DESCRIPTIONS, OR DETERMINATION OF LEGAL TITLE, AND SHOULD NEVER BE SUBSTITUTED FOR SURVEY OR DEED INFORMATION. The user agrees to comply with the limitation of Use, and Assumption of Risk as stated in the full disclaimer at <http://gis.mohavecounty.us>



Legend

- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exits
- Calculated Measure
- Highways
- Main Arterials
- Collectors
- Local
- Railroad
- City Limits (large scale)
- Mohave County Boundary
- Township/Range
- Section
- Surface Management
 - Bureau of Land Management
 - Bureau of Reclamation
 - County
 - Indian Lands
 - Local or State Parks
 - Military
 - National Parks Service
 - Other
 - Private
 - State
 - State Wildlife Area
 - US Forest Service
 - US Fish & Wildlife Service

1:20,751



Notes:

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#93- 24565 BK 2214 PG 976
OFFICIAL RECORDS OF MOHAVE COUNTY AZ.
JOAN McCALL, MOHAVE COUNTY RECORDER
05/05/93 3:30 P.M. PAGE 1 OF 2
MOHAVE COUNTY BOARD OF SUPERVISORS
RECORDING FEE 0.00 NC

RESOLUTION NO. 93-122

RESOLUTION SETTING FORTH THE APPROVAL OF AN AMENDMENTS TO CLARIFY REZONING RESOLUTIONS THAT ESTABLISHED SD/R (SPECIAL DEVELOPMENT/RESIDENTIAL) ZONING FOR DESERT LAKES SUBDIVISION TRACT 4076 BY INCLUDING SPECIFIC SETBACK REQUIREMENTS FOR ALL LOTS, LOCATED IN THE SOUTH MOHAVE VALLEY, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on May 3, 1993, a public hearing was conducted to determine the approval of the an amendment to clarify rezoning resolution that established SD/R (Special development/Residential) Zoning for Desert Lakes, Tract 4076 subdivision by including specific setback requirements for all lots, located in the South Mohave Valley area, and

WHEREAS, the Board of Supervisors Resolution Number 89-116 established the SD/R (Special Development/Residential) rezoning, and

WHEREAS, in the body of the rezone resolution it states in part "The CC&R's presented set the rear yard setbacks at twenty (20`) feet when zoning for a R-0 states twenty-five (25`) feet...", and

WHEREAS, Article six (6) in part "All buildings and projections thereof on lots not adjacent to the golf course being,...., shall be constructed not less than twenty (20`) feet back from the front and rear property lines and five (5`) feet from side property lines."

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on April 14, 1993 the Commission recommend conditional APPROVAL of the requested amendment with the applicant understanding and accepting the following conditions:

1. That the setbacks shall be not less than twenty (20`) feet back from the front and rear property lines and five (5`) feet from side property lines.
2. That all conditions of BOS Resolution Number 89-116 be met.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, May 3, 1993

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Exhibit 8 – 4 pages
Resolution 90-60 for Glen and Pearl Ludwig

BOS



INDEXED

MICROFILMED

Exhibit 8
4 PS

#90- 14425 BK 1680 PG 291
OFFICIAL RECORDS OF MOHAVE COUNTY, ARIZ
**JOAN McCALL, MOHAVE COUNTY RECORDER;
03/06/90 8:00 A.M. PAGE 1 OF 4 B1
BOS
RECORDING FEE 0.00 NC

RESOLUTION NO. 90-60

A RESOLUTION REZONING THE E½ NE¼ SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST, TO BE KNOWN AND SUBDIVIDED AS LAKEVIEW VILLAGE, TRACT 4097, FROM: R-M/10M (MULTIPLE FAMILY RESIDENTIAL/TEN THOUSAND SQUARE FOOT MINIMUM LOT SIZE) ZONE, PROPOSED TO BE: R/S-D (RESIDENTIAL/SPECIAL DEVELOPMENT) ZONE, LOCATED IN THE SOUTH MOHAVE VALLEY AREA, MOHAVE COUNTY, ARIZONA

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on March 5, 1990, a public hearing was conducted to determine whether approval should be granted to Glen and Pearle Ludwig, San Bernardino, California for a rezoning from existing R-M/10M (Multiple Family Residential/Ten Thousand Square Foot Minimum Lot Size) zone to R/S-D (Residential/Special Development) zone, and

WHEREAS, a public hearing before the Mohave County Planning and Zoning Commission on February 14, 1990 did generate a recommendation of approval of the request with designated categories as depicted on the ZONING PLAN and with the following conditions noted:

1. The owner accepts that whenever a "SD" zoned is granted, each phase or stage of development or building, proposals shall be submitted to the planning staff, to be evaluated and compared with the approved zoning plan before any permits may be granted.
2. Any significant change (as determined by the Planning Director, appealable to the Planning Commission) in the approved zoning plan shall require a rehearing on the change before the Commission, with a final determination to be made by the Board.
3. Staff will maintain the most current approved ZONING PLAN on file in the master zoning folder for reviews.

Resolution No. 90-60

Page 2

4. Such zone change shall not be effective for at least thirty (30) days after final approval of the change in zoning classification by the Board, being April 4, 1990, as per A.R.S. 11-829E.

WHEREAS, the preliminary subdivision plan was heard before the Board of Supervisors on January 22, 1990 and was conditionally approved via Board Resolution No. 90-35. The developer is asking for a R/S-D (Residential/Special Development) zone and intends to construct single family residences, and

WHEREAS, Lakeview Village, Tract 4097, is located in the Fort Mojave area, approximately one-half ($\frac{1}{2}$) mile east of Arizona State Route 95, and three (3) miles south of Bullhead City. The preliminary plan depicts approximately sixty-five (65) acres subdivided into 278 residential lots, plus a fifteen (15) acre parcel. The property is bounded by Joy Lane on the north, Mountain View on the east, and Club House Drive/Desert Lakes Drive on the west. Desert Lakes Golf Course and Estates borders the property on the south and west, and

WHEREAS, the owner/subdivider is proposing to install sewage and water infrastructure. The proposed subdivision is designed so that natural drainage ways and other topographic features are retained in their natural state to the maximum extent possible. A building permit for construction of a model home was submitted with the preliminary subdivision plan. Because the sewage

Resolution No. 90-60

Page 3

infrastructure is not on line, the applicant is providing a separate septic tank system for this model. The reserved portion (15 acres) of the subdivision may be used for Multifamily or Neighborhood Commercial, and

WHEREAS, the owner/subdivider accepts that whenever a S-D (Special Development) zone is granted, each phase or stage of development or building, proposals shall be submitted to the Planning staff to be evaluated and compared with the approved zoning plan before any permits may be granted. Any significant change (as determined by the Planning Director, appealable to the Planning Commission) in the approved zoning plan shall require a rehearing on the change before the Commission, with a final determination to be made by the Board of Supervisors. Staff will maintain the most current approved ZONING PLAN on file in the master zoning folder for reviews, and

WHEREAS, the notice of hearing was published in the Mohave Daily Miner, a newspaper of general circulation in Kingman, Mohave County, Arizona on February 18, 1990, and posted February 16, 1990 as required by Arizona Revised Statutes and the Mohave County Zoning Regulations, and

Resolution NO. 90-60

Page 4

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, March 5, 1990 approved this change in zoning as recommended by the Mohave County Planning and Zoning Commission, subject to the conditions outlined herein.

MOHAVE COUNTY BOARD OF SUPERVISORS

Lois J. Hubbard
Lois J. Hubbard, Chairman



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Exhibit 9
Plot plan for Res. 90-60
Lakeview Village aka Fairway Estates

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Exhibit 10 – 2 pages
Ludwig rezoning documents for Lakeview Village
1. Angelo Rinaldi’s signature page for Phase I and Phase II
2. Proof of mailing to Bella Enterprises

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QUESTIONS? CALL**AIRBILL**
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1355 TOLL FREE.PACKAGE
TRACKING NUMBER

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Sender's Federal Express Account Number 1031-1573-6		Date 11/6/89																																																																																											
From (Your Name) Please Print Douglas D. Dulin		Your Phone Number (Very Important) (714) 834-8217																																																																																											
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YOUR BILLING REFERENCE INFORMATION (FIRST 24 CHARACTERS WILL APPEAR ON INVOICE.) LE9999		IF HOLD FOR PICK-UP, Print FEDEX Address Here Street Address City State ZIP Required																																																																																											
PAYMENT <input type="checkbox"/> Bill Sender <input type="checkbox"/> Bill Recipient's FedEx Acct. No. <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. <input type="checkbox"/> Bill Credit Card <input type="checkbox"/> Cash																																																																																													
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See back of sender's copy of this airbill for further information.</p> <p>We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay or non-delivery, unless you specify a higher amount in the space to the left, pay 4% per additional \$100 specified and document your actual loss in the event of a claim. Maximum amount limitations found in the current Federal Express Service Guide apply. Your rights to recover from Federal Express for loss of the intrinsic value of the package, as well as for loss of sales, income, interest, profit, attorneys fees, cost and any other form of damage whether direct, incidental, consequential or special is limited to the greater of \$100 or the declared value specified to the left. In no event shall your recovery exceed your actual loss.</p> <p>In the event of unitary delivery, Federal Express will at your request and with some limitations, refund all transportation charges paid. See Service Guide for further information.</p> <p>Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom.</p>	<table border="1"> <tr> <td>Federal Express Use</td> <td></td> </tr> <tr> <td>Base Charges</td> <td></td> </tr> <tr> <td>Declared Value Charge</td> <td></td> </tr> <tr> <td>Other 1</td> <td></td> </tr> <tr> <td>Other 2</td> <td></td> </tr> <tr> <td>Total Charges</td> <td></td> </tr> </table> <p>PART #111800 REVISION DATE 1/88 PRINTED IN U.S.A. GBFE</p> <p>009</p> <p>© 1988 F.E.C.</p>	Federal Express Use		Base Charges		Declared Value Charge		Other 1		Other 2		Total Charges	
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