

1 **LAW OFFICES**  
2 **DANIEL J. OEHLER**  
3 **2001 Highway 95, Suite 15**  
4 **Bullhead City, Arizona 86442**  
5 **(928) 758-3988**  
6 **(928) 763-3227 (fax)**  
7 djolaw@frontiernet.net

8 Daniel J. Oehler, Arizona State Bar No.: 002739  
9 Attorney for Defendants

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
11 **IN AND FOR THE COUNTY OF MOHAVE**

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

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

22 Defendants.

NO.: CV-2018-04003

**MOTION TO DISMISS  
ON BEHALF OF ALL  
NAMED DEFENDANTS**

**Rule 8(a)(2); Rule 12(b)(6);  
Rule 17(a)**

23 COME NOW, the Defendants, GLEN LUDWIG and PEARL LUDWIG, Trustees of THE  
24 LUDWIG FAMILY TRUST, FAIRWAY CONSTRUCTORS, INC., MEHDI AZARMI, JAMES  
25 B. ROBERTS and DONNA M. ROBERTS, by and through their attorney, the undersigned, and  
26 move this Court to dismiss Plaintiff's Complaint in accord with the provisions of the Arizona Rules  
27 of Civil Procedure (ARCP), Rule 8(a)(2), Plaintiff not entitled to relief sought; Rule 12(b)(6), failure  
28 to state a claim upon which relief can be granted; and Rule 17(a), Plaintiff is not a real party in  
interest having no standing to attempt to enforce alleged contract violations. Rule 8(a)(2) reads:

“(a) **Claim for Relief.** A pleading that states a claim for relief  
must contain:

\* \* \*

(2) a short and plain statement of the claim showing that  
the pleader is entitled to relief; ...”

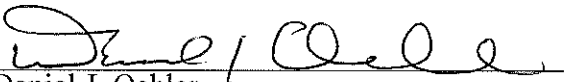
Plaintiff is not a party, person, nor entity entitled to the relief claimed pursuant to this Rule.

1 This Motion is supported by the attached Memorandum of Points and Authorities.

2 These Defendants further respectfully request that this Court award their reasonable  
3 attorney’s fees and costs herein incurred in accordance with the provisions of A.R.S. §§12-341.01  
4 and 12-349, as well as the pleadings submitted by the Plaintiff herein alleging “breach of contract  
5 and violations of covenants, conditions and restrictions.”

6 DATED this \_\_\_\_\_ day of February, 2018.

7 LAW OFFICES OF DANIEL J. OEHLER

8   
9 Daniel J. Oehler,  
10 Attorney for Defendants

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **THE FACTS**

13 This is an action that has been initiated by the Plaintiff, NANCY KNIGHT, alleging a breach  
14 of contract concerning alleged violations of specific Covenants, Conditions and Restrictions  
15 (CC&Rs) encumbering the Defendant ROBERTS’ residence and against each of the named  
16 Defendants, some of whom held a prior interest in the lot upon which the ROBERTS’ home was  
17 constructed.

18 A review of the Mohave County Recorder records reflect that the Plaintiff, NANCY  
19 KNIGHT, along with her spouse, William Knight, are the owners of a lot upon which their residence  
20 is located at 1803 East Lipan Circle in Desert Lakes Golf Course & Estates, Unit E, Tract 4163 (see  
21 **Exhibit A**). Tract 4163 is a subdivision that was owned and developed by T&M Ranching &  
22 Development, LLC, (“T&M”) in 2002. No CC&Rs of any type were imposed by the owner  
23 developer. The subject parcel developed by T&M was originally designated for multifamily  
24 development, however, its use was changed by its developer, T&M, to single family residential. No  
25 minimum set back requirements nor signage restrictions for this subdivision or parcel were ever  
26 recorded.

27 A review of the body of Plaintiff’s Complaint sets forth underlying facts that generally allege  
28 that the Defendants, and each of them, through prior ownership, development and construction of

1 the single family residence now owned by Defendants, JAMES B. ROBERTS and DONNA M.  
2 ROBERTS have a residence build in 2016 that the Plaintiff alleges violates the subdivision setback  
3 requirements and some or all of the Defendants have violated or are violating un-described signage  
4 restrictions set forth in the codes, covenants and restrictions that allegedly currently encumber the  
5 ROBERTS' property. The ROBERTS' lot was soled to ROBERTS by FAIRWAY  
6 CONSTRUCTORS, INC., an Arizona corporation (see **Exhibit B**) in 2016. Plaintiff claims liability  
7 of the prior individual owners of the lot who happen to be corporate shareholders of FAIRWAY  
8 CONSTRUCTORS, INC., GLEN LUDWIG, PEARL LUDWIG and THE LUDWIG FAMILY  
9 TRUST, as well as MEHDI AZARMI who is also a corporate shareholder of FAIRWAY  
10 CONSTRUCTORS, INC.

11 Attached hereto and made a part hereof as if set forth in full herein is **Exhibit C** which is a  
12 copy of the deed for the ROBERTS' home located at 5732 South Club House Drive, from Defendant  
13 FAIRWAY CONSTRUCTORS, INC. As can be seen from the legal description of the ROBERTS'  
14 residence, the lot is more particularly described as: "Desert Lakes Golf Course & Estates, Tract  
15 4076-A, Phase 1, Block H, Lot 2." Desert Lakes Golf Course & Estates Tract 4076-A is a stand-  
16 alone subdivision.

17 The Plaintiff is a property owner in a subdivision known as Desert Lakes Golf Course &  
18 Estates Unite E Tract 4163 which is a neighboring, albeit not an adjacent subdivision fully separate,  
19 apart and different from the subdivision in which the alleged offending residence and apparently the  
20 purported sign violations exist. Subdivision 4163 has no recorded CC&Rs of any type. See  
21 **Exhibit D** which is an email dated October 6, 2016, from Chicago Title. On this issue, the  
22 subdivision in which the Plaintiff resides was developed and recorded some 13 years subsequent to  
23 the ROBERTS' subdivision (2002 versus 1989) built and developed by a different developer than  
24 the owner/developer of the ROBERTS' subdivision.

25 Plaintiff mysteriously and wrongfully alleges in paragraph 12 on page 4 of Plaintiff's  
26 Complaint that the Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates  
27 Tract 4076-B, recorded December 18, 1989, at Fee No. 89-67669 in Book 1641, Page 895 of  
28 Mohave County Records, (a nearby third and different subdivision in which neither the Defendant

1 ROBERTS' home nor the home of Plaintiff are located) somehow imposes restrictions against lands,  
2 lots and parcels that are outside the 4076-B subdivision. Whether or not the Plaintiff is correct or  
3 incorrect in this respect is irrelevant. Each individual tract is its own subdivision. Each subdivision  
4 either has its own CC&Rs or, in regard to Plaintiff's subdivision, no CC&Rs. The restrictions that  
5 may be set forth and covering Tract 4076-B impose no impediment, nor do they encumber a nearby  
6 or distant subdivision recorded over different lands, parcels or lots.

7 The subject matter of Plaintiff's Complaint is located in a fully different subdivision than  
8 Tract 4076-B, namely Tract 4076-A. The Plaintiff is not a property holder or owner and is not a  
9 person intended to be restricted or protected in either the 4076-A subdivision or the 4076-B  
10 subdivision. Plaintiff, rather, is a property owner in a third subdivision referred to as Tract 4163,  
11 once again, a subdivision recorded without covenants and restrictions and developed by a different  
12 owner developer than Tract 4076-A or Tract 4076-B.

13 The applicable provisions of the CC&Rs for Tract 4076-A (**Exhibit E**), also the ROBERTS'  
14 subdivision, that in appropriate circumstances may provide a homeowners association or other  
15 individual LOT OWNERS in that subdivision to enforce or attempt to enforce the CC&Rs for Tract  
16 4076-A, read as follows:

17 "19. If there shall be a violation or threatened or attempted  
18 violation of any of the foregoing covenants, conditions or restrictions  
19 it shall be lawful for Declarant, its successors or assigns, the  
20 corporation whose members are the lot owners or any person or  
21 persons owning real property located within the subdivision  
22 to prosecute proceedings at law or in equity against all persons violating  
23 or attempting to or threatening to violate any such covenants,  
24 restrictions or conditions and prevent such violating party from so  
25 doing or to recover damages or other dues for such violations. In  
26 addition to any other relief obtained from a court of competent  
27 jurisdiction, the prevailing party may recover a reasonable attorney  
28 fee as set by the court. No failure of the Trustee or any other person  
or party to enforce any of the restrictions, covenants or conditions  
contained herein shall, in any event, be construed or held to be a  
waiver thereof or consent to any further or succeeding breach or  
violation thereof. The violation of any of the restrictions, covenants  
or conditions as set forth herein, or any one or more of them, shall not  
affect the lien of any mortgage or deed of trust now on record, or  
which may hereafter be placed on record." (Emphasis supplied.)

27 Hence, the Declarant, or the Declarant's successors or assigns, in this instance, Lawyers Title  
28 Agency, Inc., under Trust 1033, could pursue an alleged violation as could a HOA (a group of

1 members who own lots within the subdivision), or any individual who owns real property within the  
2 subdivision. The Plaintiff is not a member of any class listed.

3 A similar provision is set forth in the CC&Rs actually cited by Plaintiff for a neighboring  
4 subdivision, Desert Lakes Golf Course & Estates Tract 4076-B (see **Exhibit F**). Once again, the  
5 Declarant in the 4076-B subdivision was Lawyers Title Agency, Inc. Once again, the section of the  
6 CC&Rs exclusively covering this subdivision deals with and specifies those entities or individuals  
7 who can enforce the covenants is found on page 5, paragraph 20, of the Tract 4076-B Subdivision  
8 Declaration, which reads as follows:

9 “20. If there shall be a violation or threatened or attempted  
10 violation of any of the foregoing covenants, conditions or restrictions  
11 it shall be lawful for Declarant, its successors or assigns, the  
12 corporation whose members are the lot owners or any person or  
13 persons owning real property located within the subdivision  
14 to prosecute proceedings at law or in equity against all persons violating  
15 or attempting to or threatening to violate any such covenants,  
16 restrictions or conditions and prevent such violating party from so  
17 doing or to recover damages or other dues for such violations. In  
18 addition to any other relief obtained from a court of competent  
19 jurisdiction, the prevailing party may recover a reasonable attorney  
20 fee as set by the court. No failure of the Trustee or any other person  
21 or party to enforce any of the restrictions, covenants or conditions  
22 contained herein shall, in any event, be construed or held to be a  
23 waiver thereof or consent to any further or succeeding breach or  
24 violation thereof. The violation of any of the restrictions, covenants  
25 or conditions as set forth herein, or any one or more of them, shall not  
26 affect the lien of any mortgage or deed of trust now on record, or  
27 which may hereafter be placed on record.”

19 The Plaintiff does not reside in the B-Tract subdivision. The Defendant ROBERTS’ home  
20 is not in the B-Tract subdivision. Plaintiff is not the Declarant. Plaintiff is not a lot owner. Plaintiff  
21 is not any person owning real property within the 4076-A subdivision nor the 4076-B subdivision  
22 and, therefore, has no standing, is not in privity of contract and has no right whatsoever to interfere  
23 with, attempt to enforce, or to argue the alleged Count 1 violation of the CC&Rs, nor the Count 2  
24 request for injunctive relief as set forth in her Complaint. Each of Plaintiff’s two counts are couched  
25 in rights and derivative exclusively from entitlements running to the particular subdivision and the  
26 owners of the lots therein.

27 In simplistic terms, the Plaintiff has no standing to attempt to enforce the CC&Rs for the  
28 A-Tract subdivision.

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**THE LAW**

Rule 8, ARCP, requires that the Plaintiff show that she is entitled to the relief sought in her Complaint. As stated by the Court in Coleman v. Cit of Mesa, 230 Ariz. 352, 284 P.3d 863, 866 (2012):

“We assess ‘the sufficiency of a claim under [Arizona Rule of Civil Procedure] 8’s requirement that a pleading contain a “short and plain statement of the claim showing that the pleader is entitled to relief.”’ Cullen v. Auto-Owners Ins. Co., 218 Ariz. 417, 419 ¶6, 189 P.3d 344, 346 (200\*) (citation omitted). Arizona courts follow ‘a notice pleading standard, the purpose of which is to “give the opponent fair notice of the nature and basis of the claim and indicate generally the type of litigation involved.”’ Id. (citation omitted). If a pleading does not meet the requirements of Rule 8, an opposing party may move to dismiss the action pursuant to Rule 12(b)(6) for failure to state a claim upon which relief may be granted. Id. at ¶7 (quoting Ariz. R. Civ. P. 12(b)(6)).” Coleman, supra, at pp. 10, 11.

Separate subdivision plats were filed for each of the three subdivisions which are the subject matter of or mentioned in Plaintiff’s Complaint. These distinctively different subdivision projects were owned and developed by at least two separate owner developers. In such instances, there is no authority that would permit owners in one subdivision to enforce restrictive covenants against owners in other subdivisions. Reid v. Standard Oil Co., 107 Ga.App. 497, 130 S.E.2d 777; Edwards v. Surratt, 228 S.C. 512, 90 W.E.2d 906; Craven County v. First-Citizens Bank & Trust Co., Inc., 237 N.C. 502, 75 S.E.2d 620; Russell Realty Co. V. Hall, 233 S. W. 996 (Tex.Civ.App.).

As stated in Rooney v. Peoples Bank of Arapahoe County, 32 Colo.App. 178, 513 P.2d 1077 (Colo. App. 1973), where the Colorado Court of Appeals in a similar matter stated:

“The covenant under which they bought extended only to lots in the first Melrose addition. As to all lots in this section the restrictive covenant is mutually binding between all purchasers and between each of them and the original owner who sold them with reference to a general building scheme. But purchasers’ rights under restrictive covenants relating to lots in this first plat cannot be extended beyond its borders. They are circumscribed and confined by the territorial limits of the plat with reference to which the purchasers bought, and purchasers cannot be granted relief against the construction of buildings of an obnoxious kind in an adjoining section, even though such buildings are constructed in violation of restrictive covenants which apply to the adjoining territory.” Id., at p. 1080.

///

1 Plaintiff has no standing to bring this action which fails therefore to state a claim upon which  
2 the relief sought by Plaintiff can be granted. Plaintiff is not a party to the contract, if one exists at  
3 all, as to what can or cannot be built in a neighboring subdivision, and is not entitled to the relief  
4 sought in her Complaint.

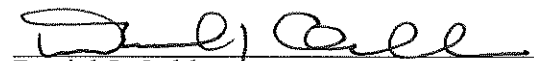
5 **SUMMATION**

6 In summation, the Plaintiff has clearly failed to provide this Court a complaint upon which  
7 relief can be granted. Pursuant to the provisions of Arizona Rules of Civil Procedure, Rule 12(b)(6),  
8 Plaintiff's Complaint in regard to these moving Defendants fails to state a cause of action upon  
9 which relief can be granted and must be dismissed.

10 It is further respectfully requested that these Defendants be awarded their reasonable  
11 attorney's fees and costs incurred pursuant to the provisions of A.R.S. §12-341.01(A), (B) and (C),  
12 as well as A.R.S. §12-349. Although Plaintiff's cause of action alleges the existence of a contract  
13 right between the Plaintiff and the Defendants flowing out of alleged CC&Rs that are the basis of  
14 Plaintiff's claims. In pertinent part, the basis then of the claim for Defendant's attorney's fees  
15 against the Plaintiff would be those CC&Rs themselves which specifically authorize the Court to  
16 award the prevailing party in an action such as that which is currently before this Court an  
17 entitlement to their attorney fees (see, **Exhibit E** at ¶19, and **Exhibit F** at ¶20.)

18 RESPECTFULLY SUBMITTED this 20 day of February, 2018.

19 LAW OFFICES OF DANIEL J. OEHLER

20 

21 Daniel J. Oehler,  
22 Attorney for Defendants

23 **COPY** of the foregoing emailed  
24 this 20th day of February, 2018, to:

25 Plaintiff Pro Per  
26 Nancy Knight  
1803 E. Lipan Circle  
Fort Mohave, Arizona 86426  
(928) 768-1537  
nancyknight@frontier.com

27 By:   
28 Patricia L. Emond, Legal Assistant

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

**EXHIBIT A**



**Security Title Agency**

Recorded at the request of:  
Security Title Agency

When recorded, mail to:  
William R. Knight and Nancy L. Knight  
41650 Knight Dr.  
Murrieta, CA 92562

**FEE #2010010404**

OFFICIAL RECORDS OF MOHAVE COUNTY  
CAROL MEIER, COUNTY RECORDER  
02/24/2010 03:13 PM Fee \$16.00  
PAGE: 1 of 5

Escrow No.: ST09019621-ST48

Space above this line for Recorder's Use

**SPECIAL WARRANTY DEED**

For the consideration of Ten Dollars, and other valuable considerations,

The Bank of New York Mellon Trust Company, National Association as grantor trustee of the Prorum Master Grantor Trust

does hereby convey to

William R. Knight and Nancy L. Knight, husband and wife

the following real property situated in Mohave County, Arizona:

See attached Exhibit "A"

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: January 26, 2010

The Bank of New York Mellon Trust Company, National Association as grantor trustee of the Prorum Master Grantor Trust

**Hariko Colston**  
Assistant Secretary

BY: Barclays Capital Real Estate, Inc. a Delaware Corporation DBA HomeEq Servicing, Attorney in Fact

**NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public

State of California }  
County of Sacramento } ss.  
JAN 29 2010

K. Munoz

On \_\_\_\_\_ before me, Notary Public,  
personally appeared **Noriko Colston**, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature

*K. Munoz*  
K. Munoz



Unofficial

Escrow No.: ST09019621-ST48

**ACCEPTANCE OF JOINT TENANCY**

William R. Knight and Nancy L. Knight each state that:

We are the Grantees, Mortgagees or Beneficiaries named in the certain Special Warranty Deed which is dated January 26, 2010.

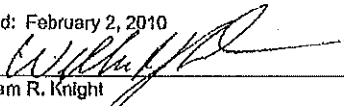
LOTS 8 AND 9, OF DESERT LAKES GOLF COURSE AND ESTATES UNIT "E", TRACT NO. 4163, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 13, 2002 AT FEE NO. 2002-62000, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.

EXCEPT THEREFROM, ALL COAL, OIL, GAS AND MINERAL DEPOSITS, AS RESERVED IN BOOK 96 OF DEEDS, PAGE 73.

Each of them, Individually and jointly as such Grantees, declare that it is their intention to accept the conveyance and acquire all interest in the real property as joint tenants with right of survivorship and not as a community property estate and not as tenants in common.

By the execution and delivery of this "Acceptance of Joint Tenancy" they direct and authorize Escrow Agent to attach this "Acceptance of Joint Tenancy" to the deed upon its execution and delivery and to record this "Acceptance of Joint Tenancy" together with the deed.

Dated: February 2, 2010

  
\_\_\_\_\_  
William R. Knight

  
\_\_\_\_\_  
Nancy L. Knight

**NOTARY ACKNOWLEDGMENT(S) TO ACCEPTANCE OF JOINT TENANCY**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

(Seal)

*See attached  
Ks*

\_\_\_\_\_  
Notary Public

Acceptance of Joint Tenancy  
FDAZ0251.rdw

Unofficial

ACKNOWLEDGMENT

State of California  
County of Riverside

On 2/18/10 before me, K Shirey Notary Public  
(Insert name and title of the officer)

personally appeared William R Knight Nancy L Knight  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Shirey (Seal)



Unofficial

EXHIBIT "A"

LOTS 8 AND 9, OF DESERT LAKES GOLF COURSE AND ESTATES UNIT "E", TRACT NO. 4163, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 13, 2002 AT FEE NO. 2002-62000, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.

EXCEPT THEREFROM, ALL COAL, OIL, GAS AND MINERAL DEPOSITS, AS RESERVED IN BOOK 98 OF DEEDS, PAGE 73.

Unofficial Copy

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

**EXHIBIT B**

at the request of Pioneer Title Agency, Inc.

When recorded mail to  
**Fairway Constructors Inc.**  
**Mehdi Azarmi**  
**5890 Hwy 95, Ste A**  
**Fort Mohave, AZ 86426**

73100781-HEF

**FEE# 2016048440**

OFFICIAL RECORDS OF MOHAVE COUNTY  
ROBERT BALLARD, COUNTY RECORDER  
10/25/2016 04:07 PM Fee \$17.00  
PAGE: 1 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 226-11-229

**WARRANTY DEED**

For the consideration of Ten Dollars, and other valuable consideration, I or we,  
GLEN L. LUDWIG AND PEARLE A. LUDWIG, TRUSTEES OF THE LUDWIG FAMILY TRUST DATED  
DECEMBER 15, 1989

do/does hereby convey to

Fairway Constructors Inc., An Arizona Corporation the following real property situated in Mohave  
County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Pursuant to A.R.S § 33-404, the names and addresses of the beneficiaries of the above referenced  
Trust are GLEN L. LUDWIG AND PEARLE A. LUDWIG, 109 E. THIRD ST, SAN BERNARDINO, CA 92410  
~~EXHIBIT B-8~~

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear  
of record.

The Grantor warrants the title against all persons whomsoever.

DATED: March 28, 2016

THE LUDWIG FAMILY TRUST

*Glen L. Ludwig*  
\_\_\_\_\_  
GLEN L. LUDWIG, TRUSTEE

THE LUDWIG FAMILY TRUST

*Pearle A. Ludwig*  
\_\_\_\_\_  
PEARLE A. LUDWIG, TRUSTEE

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SAN BERNARDINO }

On June 14, 2016 before me, Carna Hase Notary Public,  
(here insert name and title of the officer)

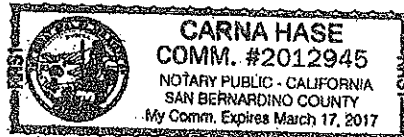
personally appeared Glen L. Ludwig and Pearle A. Ludwig

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Carna Hase (Seal)



Unofficial Copy



Exhibit A

Lot 2, Block H, Desert Lakes Golf Course and Estates, Phase I, Tract No. 4076-A, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded June 2, 1989, at Fee No. 89-26061.

EXCEPT therefrom, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

Unofficial Copy

Re: Escrow No. 73100781HEF

In order to comply with A.R.S. 33-404 the following are the name(s) and address(es) of the current beneficiaries of THE LUDWIG FAMILY TRUST:

**Beneficiary Name & Address:**

GLEN L. LUDWIG & PEARLE A. LUDWIG, 109 E 3rd St San Bernardino, CA 92410

**Beneficiary Name & Address:**

**Beneficiary Name & Address:**

**Beneficiary Name & Address:**

**Beneficiary Name & Address:**

**Beneficiary Name & Address:**

**Beneficiary Name & Address:**

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

**EXHIBIT C**

at the request of Pioneer Title Agency, Inc.

When recorded mail to  
**JAMES B. ROBERTS**  
**DONNA M. ROBERTS**  
**18764 FALCON LOOP**  
**PENN VALLEY, CA 95946**

73100781-HEF

**FEE# 2016048441**

OFFICIAL RECORDS OF MOHAVE COUNTY  
ROBERT BALLARD, COUNTY RECORDER  
10/25/2016 04:07 PM Fee \$17.00  
PAGE: 1 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 226-11-229

**JOINT TENANCY DEED**

For consideration of Ten Dollars, and other valuable considerations, I or we,  
Fairway Constructors Inc., An Arizona Corporation  
do/does hereby convey to

**JAMES B. ROBERTS and DONNA M. ROBERTS, Husband and Wife, as Joint Tenants with Right of Survivorship**

not as tenants in common and not as community property estate, and not as community property with right of survivorship, but as joint tenants with right of survivorship, the following described property in the County of Mohave, State of Arizona.

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

The Grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property and not as tenants in common and not as community property with right of survivorship.

Dated March 23, 2016

Accepted and approved:

\_\_\_\_\_  
**JAMES B. ROBERTS**

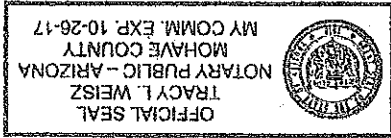
**Fairway Constructors Inc.**

  
\_\_\_\_\_  
**Amir M. Azarni, Vice President**

\_\_\_\_\_  
**DONNA M. ROBERTS**

State of Arizona }  
                                  } ss.  
County of Mohave }

The foregoing instrument was acknowledged before me this 25 day of March, 2016, by Amir M. Azarmi, Vice President of Fairway Constructors Inc..



*[Handwritten Signature]*

NOTARY PUBLIC

My commission expires:

*[Handwritten: Oct 26, 2017]*

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Joint Tenancy Deed

Date of Document: March 23, 2016 / Consisting of 3 pages

Parties to Document:

JAMES B. ROBERTS and DONNA M. ROBERTS

Fairway Constructors Inc.

Unofficial Copy

ACCEPTANCE OF JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP  
(Deed)

JAMES B. ROBERTS and DONNA M. ROBERTS, Husband and Wife, as Joint Tenants with Right of Survivorship, each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says:

THAT I am one of the Grantees named in that certain Deed attached hereto and which is dated March 23, 2016 and executed by Fairway Constructors Inc., An Arizona Corporation, as Grantors, to JAMES B. ROBERTS and DONNA M. ROBERTS, Husband and Wife, as Joint Tenants with Right of Survivorship, as Grantees, and which conveys certain premises described as:

See Exhibit A attached hereto and made a part hereof.

to the Grantees named therein, not as Tenants in Common nor as a Community Property Estate nor as Community Property with Right of Survivorship, but as Joint Tenants with Right of Survivorship.

THAT each of us individually and jointly as Grantees hereby assert and affirm that it is our intention to accept said conveyance as Joint Tenants with Right of Survivorship and to acquire any interest we may have in said premises under the terms of said Deed as Joint Tenants with Right of Survivorship.

DATED: March 23, 2016

JAMES B. ROBERTS  
JAMES B. ROBERTS

DONNA M. ROBERTS  
DONNA M. ROBERTS

State of Arizona }  
County of Mohave } ss.

The foregoing instrument was acknowledged before me this 7 day of April, 2016 by JAMES B. ROBERTS and DONNA M. ROBERTS.

H. Feil  
NOTARY PUBLIC  
My commission expires: 10-21-18

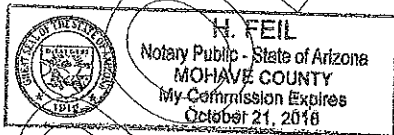


Exhibit A

Lot 2, Block H, Desert Lakes Golf Course and Estates, Phase I, Tract No. 4076-A, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded June 2, 1989, at Fee No. 89-26061.

EXCEPT therefrom, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

Unofficial Copy

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

# **EXHIBIT D**



**Subject:** RE: Desert Lakes Golf Course & Estates Tract 4163 Unit E  
**From:** Jackson, Jill (Jill.Jackson@CTT.com)  
**To:** djolaw@frontiernet.net;  
**Date:** Thursday, October 6, 2016 9:58 AM

Here is the response that I received from the title department:

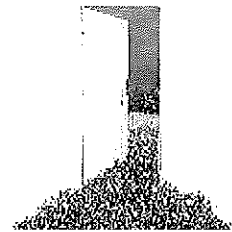
I cannot locate any ccrs for this subdivision either.



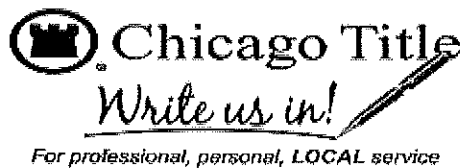
**Jill Jackson**  
Escrow Branch Manager  
3640 Highway 95 Suite 150  
Bullhead City, AZ 86442  
jill.jackson@ctt.com  
Direct: 928.763.6300 ext 1  
Toll-Free: 877.763.6380  
Fax: 928.763.4434



**CHICAGO TITLE**



Loan documents may be sent to my email address.



**Team Members:**

**Russell Aycock – [russ.aycock@ctt.com](mailto:russ.aycock@ctt.com)**

**Pamela Salgado – [pamela.salgado@ctt.com](mailto:pamela.salgado@ctt.com)**

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

**From:** djolaw@frontiernet.net [mailto:djolaw@frontiernet.net]  
**Sent:** Wednesday, October 05, 2016 5:28 PM  
**To:** Jackson, Jill <Jill.Jackson@CTT.com>  
**Subject:** Desert Lakes Golf Course & Estates Tract 4163 Unit E

Dear Jill:

I am unable to locate CC&Rs for Tract 4163 Unit E. Can you confirm they do not exist, or if they do, can you provide a copy?

Thanks.

Patricia L. Emond,

Legal Assistant to Daniel J. Oehler, Esq.

LAW OFFICES OF DANIEL J. OEHLER

2001 Highway 95, Suite 15

Bullhead City, Arizona 86442

(928) 758-3988

(928) 763-3227 fax

[djolaw@frontiernet.net](mailto:djolaw@frontiernet.net)

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

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## Attachments

- image001.jpg (64.33KB)
- image002.png (11.10KB)
- image003.jpg (12.11KB)

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

**EXHIBIT E**

447

INDEX MISCELLANEOUS

Fee # 89-26062



PROOFED

RECORDED IN OFFICIAL RECORDS OF MOHAVE COUNTY, ARIZONA	
JUN 2 '89 8 00 AM	
Tessa McCull County Recorder	
FEE 11.00	PGS 147

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DESERT LAKES GOLF COURSE & ESTATES 4076-A

MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 15th day of May, 19 89, by LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee, under Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as the Trustee for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-A, County of Mohave, State of Arizona, as per plat thereof recorded on the 2 day of JUNE-200AM 19 89 at Fee No. 89 26062, and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof the lots in said Tract 4076-A and desires to subject the same to certain protective reservations, covenants, conditions and restrictions between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said tract and of each owner thereof, and shall run with the land, and shall inure to and pass with each lot and parcel of land in said tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement.

Every conveyance of any of said property or portion thereof in Tract 4076-A, shall be and is subject to the said Covenants, Conditions and Restrictions as follows:

ARTICLE I

COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant shall have the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of the lots within the subdivision have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture.

UNPROVED

Nothing herein contained shall prevent Declarant from assigning all rights, duties and obligations of the Architecture Committee to a corporation organized and formed for and whose members consist of the owners of lots within this subdivision.

Notwithstanding anything hereinbefore stated, architectural review and control shall be vested in the initial Architecture Committee composed of ANGELO RINALDI, FRANK PASSANTINO AND STERLING VARNER until such time as ninety percent (90%) of the lots in Tract 4076-A have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first. The initial address of said Committee shall be P.O. BOX 6396 Mohave Valley, AZ 86440. Any and all vacancies during such period shall be filled on designation by DESERT LAKES DEVELOPMENT L. P.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the lots in Tract 4076-A, or any part of any such lot, until and unless the plan showing floor areas, external designs and the ground location of the intended structure, along with a plot plan and a fee in the amount set by the Committee but not less than TEN DOLLARS AND NO/100 (\$10.00) nor more than ONE HUNDRED DOLLARS AND NO/100 (\$100.00) have been first delivered to and approved in writing by the Committee of Architecture.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owners upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

ARTICLE II

LAND USE

A. General

1. All buildings erected upon the lots within the subdivision shall be of new construction. All such buildings must be completed within twelve (12) months from the commencement of construction. Mobile homes and all structures built, constructed or prefabricated off the premises are expressly prohibited, including but not limited to modular or manufactured structures and existing structures.

2. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No lot shall be conveyed or subdivided smaller than that shown or delineated upon the original plat map, but nothing herein contained shall be so construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building site, after which time such whole lot and adjacent part of the other lot shall be considered as one lot for the purposes of these restrictions.

4. All buildings on lots not adjacent to the golf course being Lots 12 and 79, Block A, Lots 12, 17, 18, 19, 20, 21, 32, 46, 47, 48, 49, 50, 51, and 55, Block B, Lots 1 thru 14 Block C, Lots 1 & 2 Block D, and Lots 2, 18, 21, 24, 25, 26, and 27, Block E, shall have a minimum of one thousand two hundred (1,200) square feet of living space, exclusive of garages, porches, patios and basements. Buildings on all other lots, being those lots adjacent to the golf course, in Tract 4076-A shall have a minimum of one thousand four hundred (1,400) square feet of living space, exclusive of garages, porches, patios and basements. No construction shed, basement, garage, tent, shack, travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.

5. All buildings shall have: (i) a maximum building height of Thirty (30) feet from the surface of the lot to the peak of the highest projection thereof; (ii) no more than two stories; (iii) no exposed radio, radio-telephone, television or microwave receiving or transmitting antennas, masts or dishes; (iv) a closed garage with interior dimensions of no less than twenty (20) feet; (v) on any roof visible from ground level at any point within Tract 4076-A as its exposed visible surface, clay, concrete or ceramic tile, slate, or equal as may be approved by the Committee on Architecture.

6. All buildings and projections thereof on lots not adjacent to the golf course being Lots 12 and 79, Block A, Lots 12, 17, 18, 19, 20, 21, 32, 46, 47, 48, 49, 50, 51, and 55, Block B, Lots 1 thru 14 Block C, Lots 1 and 2 Block D, and Lots 2, 18, 21, 24, 25, 26, and 27 Block E, shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. All buildings and projections thereof on all other lots of Tract 4076-A, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') from the front and rear property lines and five feet (5') from the side property lines.

7. Fences and walls shall not exceed six (6) feet in height and shall not be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and walls visible from the street must be decorative and shall not be of wire or chain link, or topped with barbed wire, except that on all lots adjacent to fairway 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 twenty feet (20'). Access to the golf course from lots adjacent to the golf course is prohibited.

8. No individual water supply system (private well) shall be permitted on any lot in the subdivision.

9. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.

10. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owners, Declarant, or its successor and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

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

12. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited.

13. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pickup.

14. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.

15. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

16. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl,



fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.

17. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having sold a lot that is subject to this instrument, Declarant may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall supercede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office.

18. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, 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. No failure of the Trustee or any other person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

20. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision

or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

21. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B(1). R-O Single Family Residential, Mobile Homes Prohibited Land Use Regulations.

R-O Regulations, as defined and set forth in the Mohave County Zoning Ordinance shall apply to the following lots in Tract 4076-A:

- Lots 1 - 80 Inclusive, Block A
- Lots 1 - 74 Inclusive, Block B
- Lots 1 - 14 Inclusive, Block C
- Lots 1 and 2 Block D
- Lots 1 - 48 Inclusive, Block E
- Lots 1 - 9 Inclusive, Block F
- Lots 1 - 14 Inclusive, Block H

**Uses Permitted:**

Single Family dwelling and accessory structures and uses normally incidental to single family residences, MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

LAWYERS TITLE AGENCY, INC.  
as Trustee

DESERT LAKES DEVELOPMENT L.P.  
a Delaware Limited Partnership

By *Robert P. Douglass*

By *Angelo Rinaldi*

Title: Trust Officer

ANGELO RINALDI, President  
LACO ENTERPRISES, INC.,  
The General Partner

STATE OF ARIZONA )  
                                ) SS  
COUNTY OF MOHAVE )

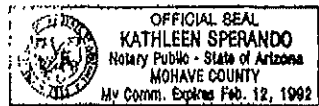
On this, the 15th day of May, 1989,  
before me the undersigned officer, personally appeared  
ROBERT P. DOUGLASS, who acknowledged himself to be a  
Trust Officer of LAWYERS TITLE AGENCY, INC., an Arizona  
corporation, and that he, as such officer being authorized so to  
do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by himself as  
Trust Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

February 12, 1992

*Kathleen Sperando*  
Notary Public



STATE OF ARIZONA )  
 ) SS  
COUNTY OF MOHAVE )

On this, the 15th day of May, 1989, before me, the undersigned officer, personally appeared ANGELO RINALDI, President of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT LAKES DEVELOPMENT, a Delaware Limited Partnership, and that he, as such Incorporator being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as a Incorporator.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:  
MY COMMISSION EXPIRES MAY 30, 1990.

  
Notary Public

J2



Unofficial

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

**EXHIBIT F**

P 23

137

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 DESERT LAKES GOLF COURSE & ESTATES 4076-B  
 MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 6th day of December, 19 89, by LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee, under Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as the Trustee for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 18 day of December, 19 89 at Fee No. 89-67669, and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof the lots in said Tract 4076-B and desires to subject the same to certain protective reservations, covenants, conditions and restrictions between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said tract and of each owner thereof, and shall run with the land, and shall inure to and pass with each lot and parcel of land in said tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement.

Every conveyance of any of said property or portion thereof in Tract 4076-B, shall be and is subject to the said Covenants, Conditions and Restrictions as follows:

ARTICLE I

COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant shall have the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of the lots within the subdivision have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture. Nothing herein contained shall prevent Declarant from assigning all rights, duties and obligations of the Architecture Committee

to a corporation organized and formed for and whose members consist of the owners of lots within this subdivision.

Notwithstanding anything hereinbefore stated, architectural review and control shall be vested in the initial Architecture Committee composed of ANGELO RINALDI, FRANK PASSANTINO AND STERLING VARNER until such time as ninety percent (90%) of the lots in Tract 4076-B have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first. The initial address of said Committee shall be P. O. Box 8858 Fort Mojave, Arizona 86427. Any and all vacancies during such period shall be filled on designation by DESERT LAKES DEVELOPMENT L. P.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the lots in Tract 4076-B, or any part of any such lot, until and unless the plan showing floor areas, external designs and the ground location of the intended structure, along with a plot plan and front/rear landscaping plan and a fee in the amount set by the Committee but not less than TEN DOLLARS AND NO/100 (\$10.00) nor more than ONE HUNDRED DOLLARS AND NO/100 (\$100.00) have been first delivered to and approved in writing by the Committee of Architecture.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owners upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

## ARTICLE II

### LAND USE

#### A. General

1. All buildings erected upon the lots within the subdivision shall be of new construction. All such buildings must

be completed within twelve (12) months from the commencement of construction. Mobile homes and all structures built, constructed or prefabricated off the premises are expressly prohibited, including but not limited to modular or manufactured structures and existing structures.

2. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No lot shall be conveyed or subdivided smaller than that shown or delineated upon the original plat map, but nothing herein contained shall be so construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building site, after which time such whole lot and adjacent part of the other lot shall be considered as one lot for the purposes of these restrictions.

4. All buildings on lots not adjacent to the golf course being lots shall have a minimum of one thousand four hundred (1,400) square feet of living space, exclusive of garages, porches, patios and basements. Buildings on all other lots, being those lots adjacent to the golf course, in Tract 4076-B shall have a minimum of one thousand six hundred (1,600) square feet of living space, exclusive of garages, porches, patios and basements. No construction shed, basement, garage, tent, shack, travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.

5. All buildings shall have: (i) a maximum building height of Thirty (30) feet from the surface of the lot to the peak of the highest projection thereof; (ii) no more than two stories; (iii) no exposed radio, radio-telephone, television or microwave receiving or transmitting antennas, masts or dishes; (iv) no airconditioning unit on roofs; (v) a closed garage with interior dimensions of no less than twenty (20) feet; (vi) on any roof visible from ground level at any point within Tract 4076-B as its exposed visible surface, clay, concrete or ceramic tile, slate, or equal as may be approved by the Committee on Architecture; (vii) tempered glass in all windows facing fairways and driving range lakes.

6. All buildings and projections thereof on lots not adjacent to the golf course being Lots 31, 32, 33, 34, 35, 36, 37, 41, 42, 69, 74, 78, 79, 80, and 108 Block F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 Block G, Lots 21, 22, 26, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 66, 67, and 68 Block H, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 Block I, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 Block J, and Lots 1, 2, 3, 4, 5, 6, and 7 Block K shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. All buildings and projections thereof on all other lots of Tract 4076-B, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') from the front and rear property lines and five feet (5') from the side property lines.

7. Lots 75 through 86 inclusive, Block F, shall not have direct vehicular driveway access to Mountain View Road or Lippan Boulevard, as the case may be, but rather shall have vehicular access from the twenty-four foot (24') access easement as depicted on the plat. No automobiles, motorcycles, bicycles or other vehicles shall be parked in said access easement.

8. Fences and walls shall not exceed six (6) feet in height and shall not be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and

walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway 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.

9. No individual water supply system (private well) shall be permitted on any lot in the subdivision.

10. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.

11. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owners, Declarant, or its successor and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

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

13. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

14. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pickup.

15. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.

16. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple



family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

17. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl, fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.

18. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having sold a lot that is subject to this instrument, Declarant may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall supercede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office.

19. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

20. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, 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. No failure of the Trustee or any other person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

21. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law

and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

22. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B(1). Special Development Residential  
SD-R Single Family Residential, Mobile Homes  
Prohibited  
Land Use Regulations.

Uses Permitted:

Single Family dwelling and accessory structures and uses normally incidental to single family residences, MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

LAWYERS TITLE AGENCY, INC.,  
as Trustee

DESERT LAKES DEVELOPMENT L.P.,  
a Delaware Limited Partnership

By [Signature]  
Title: Trust Officer

By [Signature]

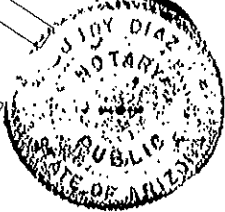
STATE OF ARIZONA )  
COUNTY OF MOHAVE ) SS

On this, the 6th day of December, 19 89,  
before me the undersigned officer, personally appeared  
ROBERT P. DOUGLASS, who acknowledged himself to be a  
Trust Officer of LAWYERS TITLE AGENCY, INC., an Arizona  
corporation, and that he, as such officer being authorized so to  
do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by himself as  
Trust Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:  
MY COMMISSION EXPIRES MAY 30, 1990.

[Signature]  
Notary Public



STATE OF ARIZONA )  
COUNTY OF MOHAVE ) SS

On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK PASSANTINO, Secretary of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT LAKES DEVELOPMENT, a Delaware Limited Partnership, and that he, as such Incorporator, being authorized so do do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as a Incorporator.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires 1990,  
MY COMMISSION EXPIRES MAY 30, 1990.

*[Signature]*  
Notary Public

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INDEX MISCELLANEOUS

PROOFED

FEE # 89-67670  
RECORDED IN OFFICIAL RECORDS  
OF MOHAVE COUNTY, ARIZONA  
DEC 18 '89 - 8 00 AM  
Shirley C. County Recorder  
FEE 110 PGS 2077



Unofficial Copy