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VIRLYNN TINNELL
SUPERIOR COURT CLERK

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3 Fort Mohave, AZ 86426
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6 Plaintiff Pro Per

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**

**MOTION FOR CLARIFICATION OF
COURT ORDER/NOTICE/RULING
AND RECONSIDERATION OF
RULINGS DATED OCTOBER 30, 2019**

Honorable Lee Jantzen

21 Rulings dated October 30, 2019 were cited as the same logic as prior courts. In
22 accordance with rule 7.1 (e) Motion for Reconsideration, Plaintiff respectfully seeks the
23 court's findings of fact and for the Court to state conclusions on which rulings were
24 based. Plaintiff will show that the same logic used by prior courts does not exist today.

25 **MEMORANDUM OF POINTS AND AUTHORITIES**

26 Plaintiff is confused as to how the Jantzen Court came to believe the same logic
27 exists today that existed in April 2018 when the Carlisle Court ruled that Desert Lakes
28



1 Golf Course and Estates was not one subdivision but several separate subdivisions. The
2 Carlisle Court used the logic that Tracts 4076-A, 4076-B, 4076-C, etc. were separate
3 subdivisions based on limited evidence available to him at the time. He then concluded
4 that each Tract Covenant, Condition, and Restriction (hereinafter "CC&R") provided
5 property owners within a Tract the rights to prosecution only therein. For the Plaintiff,
6 that was ruled as rights to prosecution of CC&R violations within Tract 4076B only;
7
8 within the same Complaint. The Jantzen Court has conferred this limitation.
9

10 Since that April 2018 decision, a second Court, Hon. Judge Gordon, was provided
11 evidence that included the history of the 1988 creation of Desert Lakes Golf Course and
12 Estates Tract 4076 that was one subdivision. However, erroneous maps outlined with a
13 Sharpie Pen as received from Mohave County Development Services included the
14 Fairway Estates Subdivision within the Desert Lakes boundary. The Hon. Judge Gordon
15 rightfully denied reconsideration of dismissal of Count One due to the Development
16 Services map evidence delimited with a Sharpie Pen as being not persuasive.
17
18

19 The above cited erroneous Sharpie Pen map boundaries also led to the Plaintiff
20 believing the CC&Rs that run with the land could protect Tract 4076-B property owners
21 from Fairway Estates' clubhouse nuisances. The Jantzen Court rightfully denied the
22 Plaintiff's Motion to Amend the Complaint, albeit for Tract-B prosecution only, that
23 wrongfully extended the Complaint to include Fairway Estates.
24
25

26 Ongoing investigations by the Plaintiff led to additional evidence presented to the
27 Jantzen Court that was persuasive and complete with regard to accurate maps indicating
28 that Desert Lakes Golf Course and Estates was one subdivision platted for four phases of

1 development (I, II, III, IV). Tract 4076-A was merely Phase I and not a separate
2 subdivision. For this reason, Plaintiff believes it to be an injustice to limit all property
3 owners, including herself, with limited rights to prosecution within a phase of
4 development rather than rights to prosecution of violations, attempted and threatened
5 violations within the entire Desert Lakes Golf Course and Estates Tract 4076.
6

7
8 On May 15, 1989 the CC&Rs were made and entered into for Tract 4076-A by
9 Lawyers Title, the assigned Declarant. On June 2, 1989 the CC&Rs were recorded for
10 this phase of development. Lawyers Title clearly differentiated the provisions of “said
11 tract” from the “subdivision” as a whole. Had Lawyers Title wanted to limit prosecution
12 rights to property owners in “said tract” they would have made that specification clear.
13 They did not. They made it clear that property owners in the “subdivision” (para. 19, line
14 6) had prosecution rights and even implied a duty to “prevent” (para. 19, line 8)
15 violations.
16
17

18 Plaintiff sought legal counsel on November 6, 2019 who advised filing this motion
19 for clarification of the Jantzen Court’s ruling that denied reconsideration of dismissal of
20 Count One based on the “same logic” as prior courts. Legal counsel knows the judges
21 involved in this case and he was of the opinion that all three, thus far assigned, have little
22 to no real estate law experience. Attorneys need the Court’s clarification of rulings.
23
24

25 In the interest of justice and a better understanding for the Court regarding real
26 estate subdivisions built as phases called tracts, Plaintiff has included in this pleading
27 exhibits of real estate subdivision maps and tracts that compares the Plaintiff’s Desert
28 Lakes Tract 4076 Subdivision’s Phases and Tracts to the Defendant’s own Fairway

1 Estates Subdivision Tract 4097 (platted as Phase I and Phase II aka Tract 4097-A and
2 Tract 4097-B).

3
4 Exhibits included in this motion pointedly correlate the Wordmark Logos used by
5 Desert Lakes Development L.P. in both the original 1988 Tract 4076 map and the Phase I
6 Tract 4076-A map. On or about May 8, 1989 Desert Lakes Development recorded the
7 Final Plat for Phase I that is identical to the original 1988 preliminary map area for Phase
8 I. The same Wordmark Logo design is found on both maps that has outlined lettering for
9 “Desert Lakes Golf Course”, outlined lettering for “Estates” and italicized lettering for
10 the word “and” which is positioned at an angle between the outlined words. Below the
11 Wordmark Logo, on the tract map we see the words Phase I and below that we see Tract
12 4076 with a hyphenated A. Phase I and Tract 4076-A are one-and-the-same names for the
13 area that defined lots within this area of Subdivision Tract 4076. Tract 4076-A is not a
14 separate subdivision.
15
16
17

18 Over time, the boundaries of the original four phases of development for Desert
19 Lakes were changed for various reasons. Fairway Estates had similar needs for change
20 including a name change from the original map that was labeled “Lakeview Village” by
21 Defendant Ludwig and later platted and marketed as “Fairway Estates”. Additional lots
22 were also created from parcel AA that was situated on their original map’s northern
23 border. Tract 4148 was the new tract name, delimited into two phases, Phase I and II aka
24 Tract 4148-A and Tract 4148-B within the Fairway Estates Subdivision.
25
26

27 Similarly, Desert Lakes Golf Course and Estates created Tract 4132 in 1997 when
28 the northerly portion of Phase I was restructured by Desert Lakes Development for larger

1 lots, they added a street, and they moved golf course fairways 14 and 15 from this area.
2 They named this area Desert Lakes Golf Course and Estates Unit F - Tract 4132.

3
4 Since CC&Rs for Phase I run with the land, all Articles in Tract 4076A CC&Rs
5 still applied to Tract 4132; however, the Declarant needed to define the new lot
6 numbering system and therefore recorded CC&R Tract 4132 (Book 3008, Page 675). As
7 is consistent language in all CC&Rs, the Declarant differentiated the benefits and burdens
8 within "said tract" from those within the "subdivision". The Declarant and Desert Lakes
9 Development L.P. knew full well of the difference between Subdivision Tract 4076 and
10 the "said tracts" of lots within the "subdivision" for the language used in the CC&Rs. It is
11 this differentiated language in the CC&Rs that the Plaintiff pleads with the Court to
12 understand in granting a reversal of dismissal of Count One thereby extending
13 prosecution rights to the Plaintiff for Tract 4076-A as well as Tract 4076-B violations.

14
15 Plaintiff submits the following exhibits to assist the Court with clarification of
16 rulings and possible reconsideration of Plaintiff's rights to prosecution in the entire Tract
17 4076 Subdivision and with reversal of the dismissal of Count One.

18
19
20
21 **Exhibit Packet 1 – Desert Lakes**

- 22 a. Desert Lakes Tract 4076 original "subdivision" map with the Wordmark
23 Logo.
24
25 b. Tract 4076-A (Phase I) map with the same Wordmark Logo that correlates
26 the Developer's differentiation between "said tract" and the "subdivision".
27
28 c. Tract 4076-A CC&Rs with Plaintiff's highlighted text to point out the
language differentiation for "said tract" from "subdivision".

1 **Exhibit Packet 2 – Fairway Estates**

- 2 a. Fairway Estates Tract 4097 original map (aka Lakeview Village).
- 3
- 4 b. Tract 4097-A Phase I map (pages 1 and 2).
- 5
- 6 c. Tract 4097-B Phase II map.
- 7
- 8 d. Tract 4148-A and 4148-B (Phase I and II) maps.
- 9
- 10 e. Fairway Estates Home Owners Association Assessor’s Property Tax
- 11 Statement for APN 226-16-029 on land in Phase II Tract 4097-B (3.48 acres
- 12 with a 2700 sq. ft. clubhouse built on Parcel BB designated as a Drainage
- 13 Easement in the southerly corner of the original Tract 4097 map. Assessed
- 14 value is \$50.)

15 Plaintiff diligently conducted research with findings of fact that were presented to

16 the Hon. Judge Jantzen in August 2019 and additional evidence was found that resulted

17 in the Court asking, in a Status Conference on October 16, for that evidence to be filed by

18 October 18, 2019 for his consideration. The Plaintiff complied with the Court’s request

19 and while the evidence was voluminous, the Plaintiff limited her rationale for the Motion

20 for Reconsideration of Dismissal of Count One to only eleven (11) pages. The evidence

21 presented to the Hon. Judge Jantzen included the October 1988 Preliminary Map of the

22 Desert Lakes Golf Course and Estates Tract 4076 Subdivision for Phases I, II, III, IV.

23 The pertinent Final maps for Phase I and Phase II (Tracts 4076A and Tract 4076B

24 respectively) that correlated to the original subdivision Tract 4076 map. Also presented to

25 the Jantzen Court was the June 1989 Final Grading Report for Desert Lakes Golf Course

26 and Estates Phase I, II, III, IV and the 1995 Desert Lakes Golf Course and Estates

27

28

1 Drainageway Analysis. Three maps were provided to the Jantzen Court for the 1988
2 Drainage maps noted as “TR. 4076” with the correlated street names associated with
3 Phase I aka Tract 4076A. Additional evidence that Tracts are one-and-the-same as Phases
4 of Development, in support of the maps of lots that correlated the Phases as Tracts, was
5 the Mohave County Assessor’s legal description for parcels citing specifically as an
6 example, Tract 4076A Phase I for a home owned by Defendant Fairway Constructors.
7
8 None of this extensive evidence was available to prior courts for use in their rulings.
9

10 The CC&Rs use separate language when referring to lots within separate “said
11 tracts”; however, the language is consistent for all versions of the CC&Rs when it refers
12 to the “subdivision”. The subdivision is a master planned 300+ acre community known
13 and developed as Desert Lakes Golf Course and Estates Subdivision Tract 4076.
14

15 Plaintiff believes the Jantzen Court now has an exhaustive preponderance of
16 evidence in the Court files that Desert Lakes Golf Course and Estates Tract 4076 is
17 indeed one subdivision. As stated in the CC&Rs, “If there shall be a violation or
18 threatened or attempted violation of any of the foregoing covenants, conditions or
19 restrictions it shall be lawful for Declarant, its successors or assigns, the corporation
20 whose members are the lot owners or any person or persons owning real property located
21 within the subdivision to prosecute proceedings at law or in equity...”. It is incumbent
22 upon the Court to recognize that the language above does not limit prosecution rights to
23 persons owning real property located within “said tract”. (Underscores for emphasis).
24
25
26
27
28

LAW

1 Opposing counsel argued the case of *David C. Lillard v. Jet Homes* before the
2 prior courts in this case where two separate subdivisions, called Units 8 and 9, were
3 platted.
4

5 Desert Lakes was not platted as four separate subdivisions but rather as one
6 subdivision consisting of multiple phases of development known as Tracts. This practice
7 of naming phases of development within a single subdivision occurs in many other
8 subdivisions in Mohave County including but not limited to: “Palo Verde Place” Tract
9 4006-A, 4076-B, 4076-C, 4076-D, 4076-E with CC&Rs that coincidentally affords
10 development protections for Attorney Oehler’s multimillion dollar home on the river,
11 “Country Club Manor” Tracts 1048-A and 1048-B where opposing counsel Oehler owns
12 four parcels within the two “said tracts”, “Sunset Ranchos” Tract 4046 where Mr. Oehler
13 owns two lots in Tract 4046-B, and “Fairway Estates” where Defendant Ludwig created
14 his one subdivision Tract 4097 with Tracts 4097-A, 4097-B, Tract 4148-A, and Tract
15 4148-B as evidenced in this motion’s Exhibit Packet 2.
16
17
18

19 The County grading permit for Desert Lakes was based on one Subdivision platted
20 as Desert Lakes Golf Course and Estates Tract 4076. The general plan of development
21 was followed by Desert Lakes Development L.P.; the separately recorded CC&Rs are not
22 recognizably different in nature for the “subdivision” with the exception of specifically
23 cited lot needs within a “said tract”. The entire CC&R subdivision language is consistent
24 for violations and attempted violations of twenty foot front and rear yard building and
25 projection setbacks and for advertising signage on unimproved lots which are matters
26 before this Court.
27
28

1 Plaintiff has cited many case law rulings that are too voluminous to restate here
2 due to page limit restrictions; however, Plaintiff restates *Murphy v. Marino* as it is
3 especially pertinent to the matter at hand.
4

5 *Murphy v. Marino*, La.App. 1st Cir., 1952, 60 So. 2d 128,

6 In order to create a binding covenant running with the land in a
7 subdivision which is enforceable by any purchaser of property therein,
8 there should be a uniform plan of restriction applicable to the
9 subdivision as a whole, or to a particular part of the subdivision
10 known to each purchaser, and, thereby, by reference or by implication,
11 forming a part of his contract with the subdivider.

12 There exists uniform plans of restrictions within every Tract version of the Desert
13 Lakes CC&Rs. All pertinent Tract CC&Rs have been presented to the Court as evidence
14 by both the Plaintiff and Defendants. A preponderance of evidence exists that Desert
15 Lakes Golf Course and Estates is one subdivision with binding covenants that run with
16 the land and which should be allowed to be enforceable by any purchaser of property in
17 the Subdivision Tract 4076.
18

19 The Tract 4076 Subdivision maintained the same three members of the Committee
20 of Architecture from inception in 1989 to the year 2000 (Angelo Rinaldi, Frank
21 Passantino, and Sterling Varner). Angelo Rinaldi still maintains the post office box cited
22 in the Tract 4076 CC&Rs recorded in the years 1989-1990 and in Tract 4132 recorded in
23 1997 with control vested for up to three years.
24

25 The one exception is that only two of the three original members of the
26 Architectural Committee are cited for Tract 4159 which is arguably a separate
27 subdivision of five lots as carved out of the adjacent Mohave Mesa Acres Subdivision by
28

1 Angelo Rinaldi et.al. and appended to the Desert Lakes Tract 4076 Subdivision's
2 boundary in the year 2000.

3
4 **INJUNCTIVE RELIEF (COUNT TWO)**

5 Reconsideration of a Declaratory Judgment on Signage was filed on September
6 27, 2019 in an effort to move Plaintiff's Nov. 2018 Motion for Injunctive Relief forward.
7
8 There exists a controversy over whether the signage is business advertising (Plaintiff's
9 position) or a for sale sign (Defendants' position). Plaintiff prays for the Court to
10 understand the evidence and to terminate the controversy pursuant to the Declaratory
11 Judgment Act: Sections 12-1831 through 12- 1846.

12
13 The issue of law with respect to Statutes 33-1808, 33-440, 33-441, regarding "for
14 sale", "for rent", and "for lease" signs is a moot point that has been settled by
15 investigation conducted by the Arizona Department of Real Estate (hereinafter "ADRE").
16

17 The Desert Lakes CC&Rs state that no advertising or advertising structure is
18 allowed on unimproved lots. The Defendant's build to suit signs also raise an issue of a
19 Constitutional Right to safety when their signs deteriorate by rust and wind and pose a
20 hazard to persons or property.
21

22 Plaintiff seeks clarification from the Court that it agrees or disagrees with the
23 results of the investigation conducted by the ADRE. The same logic used by prior courts
24 does not exist today as they did not have the ADRE letter with the results of their
25 investigation on which to base judgment. **Exhibit 3** – Example of deteriorated sign and
26 sign structure. Letter from the ADRE (2 pages)
27
28

1 Plaintiff pleads for reversal of dismissal of Count One thereby affording the
2 Plaintiff rights to prosecute CC&R violations in the Desert Lakes Golf Course and
3 Estates Tract 4076 Subdivision.
4

5 Plaintiff pleads for a Declaratory Judgment that the Defendants' "build to suit"
6 signage is business advertising thereby eliminating the controversy.
7

8 Plaintiff pleads for preliminary and permanent Injunctive Relief as cited in Count
9 Two of her Complaint.

10 Plaintiff pleads for an extension of 60 days from an answer to this motion for the
11 Status Conference scheduled for December 4, 2019. The Court's clarification of his
12 rulings are needed before proceeding with an Amended Complaint/Trial for only Tract
13 4076B or to determine if Appeal is the next step toward judicial resolution of the matter.
14

15 RESPECTFULLY SUBMITTED this 12th day of November, 2019

16 
17 Nancy Knight
18 Plaintiff Pro Per

19 Copy of the foregoing was emailed on November 12, 2019 to:
20 djolaw@frontiernet.net
21 Attorney for the Defendants

22 The Law Office of Daniel Oehler
23 2001 Highway 95, Suite 15
24 Bullhead City, Arizona 86442
25
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Exhibit Packet 1

Desert Lakes Tract 4076 original “subdivision” map with the Wordmark Logo – 2 pages.

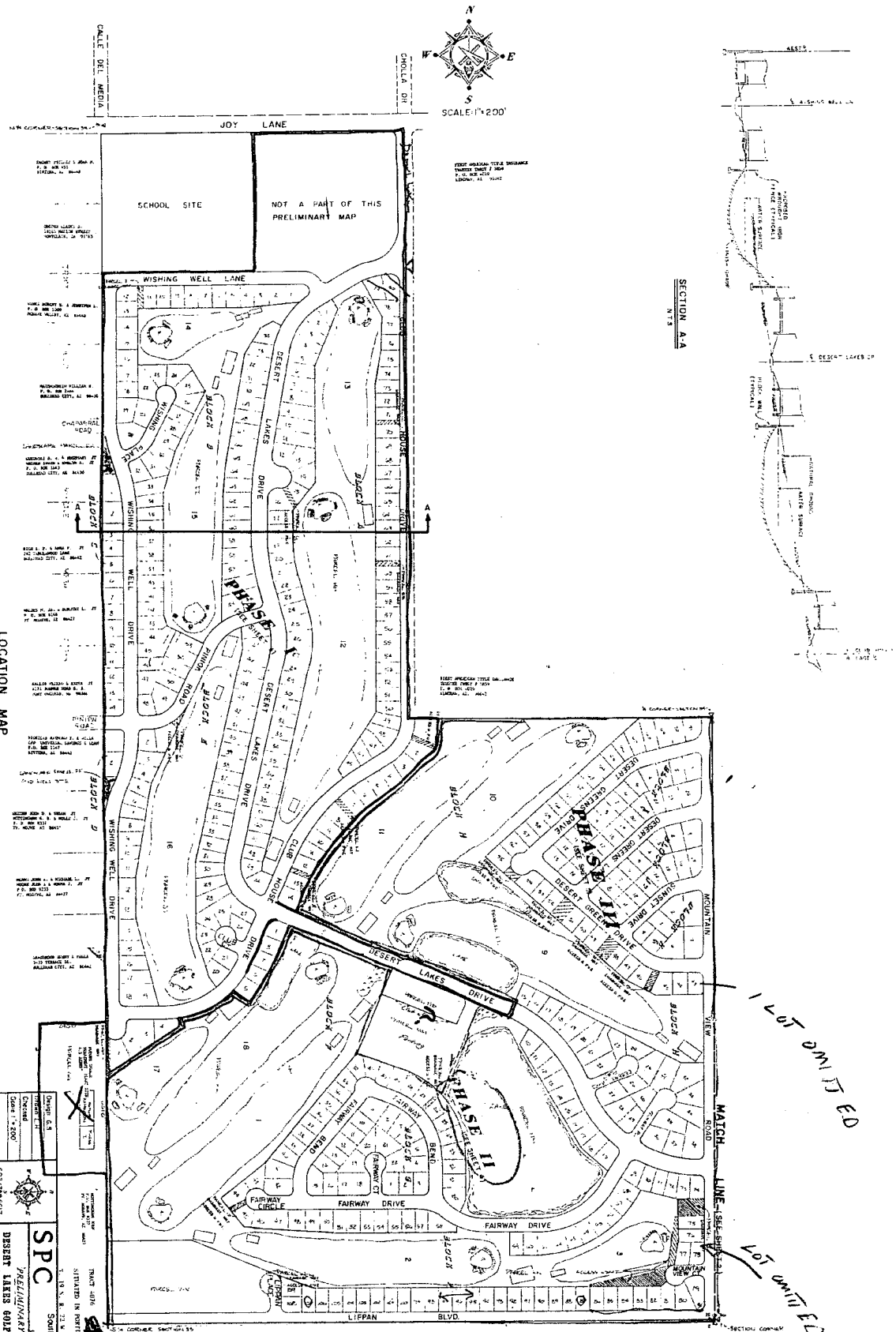
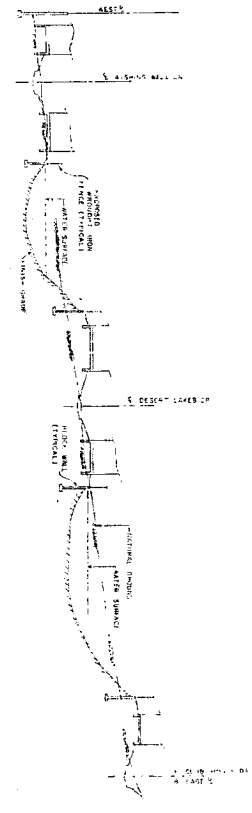
Tract 4076-A (Phase I) map with the same Wordmark Logo that correlates the Developer’s differentiation between “said tract” and the “subdivision” – 2 pages.

Tract 4076-A CC&Rs with Plaintiff’s highlighted text to demonstrate the language differentiation for “said tract” from “subdivision”. – 7 pages

Packet 1

Desert Lakes Tract 4076 original map - 2PS

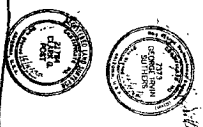
TYPICAL CROSS SECTION



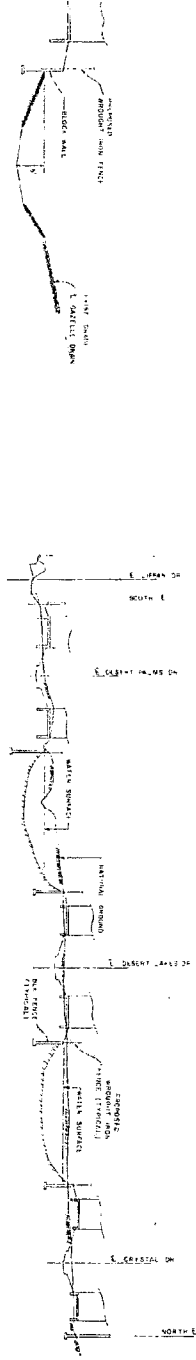
CHOLLA DR
JOY LANE
SCHOOL SITE
NOT A PART OF THIS PRELIMINARY MAP
WISHING WELL LANE
DESERT LAKES DRIVE
FAIRWAY DRIVE
L'EPAN BLVD
PHASE I
PHASE II
PHASE III
LOT OMITTED
MATCH LINE - SEE SHEET 1

SPC South Pointe Consultants
PRELIMINARY MAP
DESERT LAKES GOLF COURSE AND RESIDENCES
SITING IN PORTIONS OF SPT 34 & 35
1. 10' x 8' 22' X 88' 80'
2. 10' x 8' 22' X 88' 80'
3. 10' x 8' 22' X 88' 80'
4. 10' x 8' 22' X 88' 80'
5. 10' x 8' 22' X 88' 80'
6. 10' x 8' 22' X 88' 80'
7. 10' x 8' 22' X 88' 80'
8. 10' x 8' 22' X 88' 80'
9. 10' x 8' 22' X 88' 80'
10. 10' x 8' 22' X 88' 80'

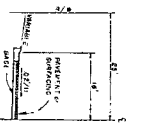
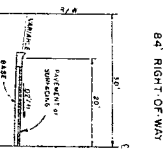
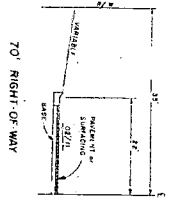
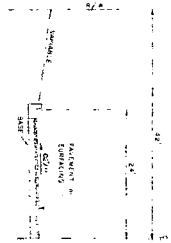
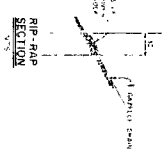
DATE: 07/85
JOB NO: 248-788
SHEET 1 OF 2



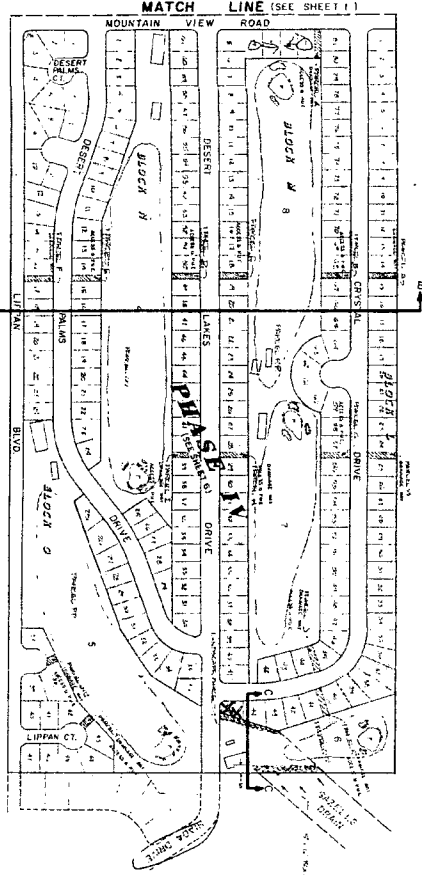
TYPICAL CROSS SECTION



TYPICAL STREET 1/2 SECTION



LOCATION MAP



ATTESTED IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said office, this 11th day of November, 1975.

SPC South Pointe Consultants
 80 West 10th Street
 Las Vegas, Nevada 89102
 Phone: 792-1200
 Telex: 98112
 Fax: 792-1200
DESERT LAKES GOLF COURSE RESTAURANT

OWNERS' STATEMENTS

From the fact that the following statements are true, the undersigned hereby certify that the same are true and correct. The undersigned are the owners of the property described in the foregoing plat, and the same is being returned to the State of Arizona Department of Public Safety, as required by law. The undersigned are the owners of the property described in the foregoing plat, and the same is being returned to the State of Arizona Department of Public Safety, as required by law. The undersigned are the owners of the property described in the foregoing plat, and the same is being returned to the State of Arizona Department of Public Safety, as required by law.

NOTARIES' STATEMENTS

State of Arizona
County of Mohave
I, James A. [Name], Notary Public, do hereby certify that the foregoing statements are true and correct. My commission expires on June 1, 1963.

LEGAL DESCRIPTION

The property described in this plat is situated in Section 35, Township 17N, Range 22W, G&SR&GM, Mohave County, Arizona. The same is being returned to the State of Arizona Department of Public Safety, as required by law.

CHAIRMAN OF THE BOARD CERTIFICATE

I, James A. [Name], Chairman of the Board of the Desert Lakes Golf Course and Estates, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in the office of the County Recorder, Mohave County, Arizona.

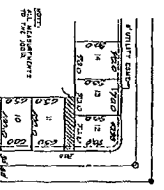
CLERK OF THE BOARD CERTIFICATE

I, James A. [Name], Clerk of the Board of the Desert Lakes Golf Course and Estates, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in the office of the County Recorder, Mohave County, Arizona.

COUNTY RECORDER

I, James A. [Name], County Recorder, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in the office of the County Recorder, Mohave County, Arizona.

TYPICAL EASEMENT



NOTE: THIS PLAT IS SUBJECT TO THE DEED OF TRUST AND MORTGAGE AGREEMENTS ON RECORD IN THE OFFICE OF THE COUNTY RECORDER, MOHAVE COUNTY, ARIZONA.

DESERT LAKES GOLF COURSE and ESTATES

PHASE I
TRACT 4076-A
SITUATED IN SECTION 35
17N., R. 22W., G&SR&GM,
MOHAVE COUNTY, ARIZONA

SURVEYORS' CERTIFICATE

I, James A. [Name], Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in the office of the County Recorder, Mohave County, Arizona.

ENGINEERS' CERTIFICATE

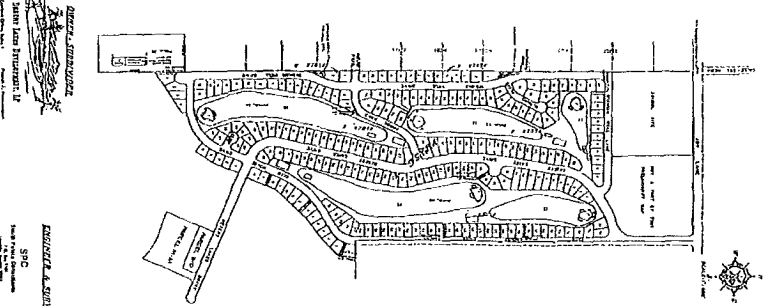
I, James A. [Name], Engineer, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in the office of the County Recorder, Mohave County, Arizona.

PARCEL DESIGNATION

1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11	1-12	1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	1-29	1-30	1-31	1-32	1-33	1-34	1-35	1-36	1-37	1-38	1-39	1-40	1-41	1-42	1-43	1-44	1-45	1-46	1-47	1-48	1-49	1-50	1-51	1-52	1-53	1-54	1-55	1-56	1-57	1-58	1-59	1-60	1-61	1-62	1-63	1-64	1-65	1-66	1-67	1-68	1-69	1-70	1-71	1-72	1-73	1-74	1-75	1-76	1-77	1-78	1-79	1-80	1-81	1-82	1-83	1-84	1-85	1-86	1-87	1-88	1-89	1-90	1-91	1-92	1-93	1-94	1-95	1-96	1-97	1-98	1-99	1-100
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LEGEND

- 1. AREA UNDER THE COURSE OF 4 1/2" CONCRETE
- 2. 2" x 2" x 6" CONCRETE
- 3. 4" x 4" x 8" CONCRETE
- 4. 6" x 6" x 10" CONCRETE
- 5. 8" x 8" x 12" CONCRETE
- 6. 10" x 10" x 14" CONCRETE
- 7. 12" x 12" x 16" CONCRETE
- 8. 14" x 14" x 18" CONCRETE
- 9. 16" x 16" x 20" CONCRETE
- 10. 18" x 18" x 22" CONCRETE
- 11. 20" x 20" x 24" CONCRETE
- 12. 22" x 22" x 26" CONCRETE
- 13. 24" x 24" x 28" CONCRETE
- 14. 26" x 26" x 30" CONCRETE
- 15. 28" x 28" x 32" CONCRETE
- 16. 30" x 30" x 34" CONCRETE
- 17. 32" x 32" x 36" CONCRETE
- 18. 34" x 34" x 38" CONCRETE
- 19. 36" x 36" x 40" CONCRETE
- 20. 38" x 38" x 42" CONCRETE
- 21. 40" x 40" x 44" CONCRETE
- 22. 42" x 42" x 46" CONCRETE
- 23. 44" x 44" x 48" CONCRETE
- 24. 46" x 46" x 50" CONCRETE
- 25. 48" x 48" x 52" CONCRETE
- 26. 50" x 50" x 54" CONCRETE
- 27. 52" x 52" x 56" CONCRETE
- 28. 54" x 54" x 58" CONCRETE
- 29. 56" x 56" x 60" CONCRETE
- 30. 58" x 58" x 62" CONCRETE
- 31. 60" x 60" x 64" CONCRETE
- 32. 62" x 62" x 66" CONCRETE
- 33. 64" x 64" x 68" CONCRETE
- 34. 66" x 66" x 70" CONCRETE
- 35. 68" x 68" x 72" CONCRETE
- 36. 70" x 70" x 74" CONCRETE
- 37. 72" x 72" x 76" CONCRETE
- 38. 74" x 74" x 78" CONCRETE
- 39. 76" x 76" x 80" CONCRETE
- 40. 78" x 78" x 82" CONCRETE
- 41. 80" x 80" x 84" CONCRETE
- 42. 82" x 82" x 86" CONCRETE
- 43. 84" x 84" x 88" CONCRETE
- 44. 86" x 86" x 90" CONCRETE
- 45. 88" x 88" x 92" CONCRETE
- 46. 90" x 90" x 94" CONCRETE
- 47. 92" x 92" x 96" CONCRETE
- 48. 94" x 94" x 98" CONCRETE
- 49. 96" x 96" x 100" CONCRETE



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OWNERS' STATEMENTS

CHAIR

KNOW ALL MEN BY THESE PRESENTS: That Lawyers Title Agency, Inc., an Arizona Corporation, as TRUSTEE under Trust Agreement No. 1033 for the benefit of Desert Lakes Development, L.P., a Delaware Limited Partnership, only and not personally, has subdivided under the name of Desert Lakes Golf Course and Estates, Phase I Tract 4076-A, a portion of Section 35, Township 19 North, Range 22 West, Gila and Salt River Base and Meridian, Mohave County, State of Arizona, as shown platted hereon, and hereby declares that said plat sets forth the location and gives the dimensions of the lots and streets constituting same, and that each lot and street shall be known by the number and name given each, respectively, on said plat and hereby dedicates to the public the streets as shown on plat and included in the above described premises. Easements and easements only are dedicated to the public for uses as specified in the parcel designation listing.

ASSURANCE
SATISFIED
FROM 2
NECESSARY
IMPROVEMENTS

IN WITNESS WHEREOF: LAWYERS TITLE AGENCY, INC., as TRUSTEE has hereunto caused its Corporation name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of the undersigned officer, thereunto duly authorized.

LAWYERS TITLE AGENCY, INC., an Arizona Corporation, TRUSTEE

By Robert P. Douglas
TRUST OFFICER

CLERK

I, P
OF MOHAVE
PLAT ON
HALF OF
PUBLIC

NOTARIES' STATEMENTS

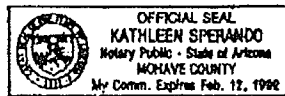
State of Arizona }
County of Mohave } S.S.

On this 8th day of May, 1989, before me, the undersigned Officer, ROBERT P. DOUGLASS, personally appeared, and acknowledged himself to the Trust Officer of Lawyers Title Agency, Inc., an Arizona Corporation, and acknowledged that he being authorized to so, executed the foregoing instrument for the purposes therein contained, and not personally, by signing the name of the Corporation as Lawyers Title Agency, Inc., by himself as such Officer.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

Kathleen Sperando (seal)
Notary Public

My commission Expires: Feb. 12, 1992



COUNTY

THIS PLAT
PLAN AND
PLAN, A
DICTION

BY 1
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BY 1
COL

BY 2
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LEGAL DESCRIPTION



PROOFED

RECORDED IN OFFICIAL RECORDS OF MOHAVE COUNTY, ARIZONA

JUN 2 '89 -8 00 AM

Jane McCull, County Recorder

FEE 11.00 PGS 10/7

427

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-2000M 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 [Signature]
Title: Trust Officer

By [Signature]
ANGELO RINALDI, President
LAGO ENTERPRISES, INC.,
The General Partner

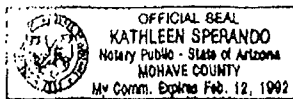
STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

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

[Signature]
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

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Exhibit Packet 2 – 7 pages

Fairway Estates Tract 4097 original map (aka Lakeview Village).

Tract 4097-A Phase I map (pages 1 and 2).

Tract 4097-B Phase II map.

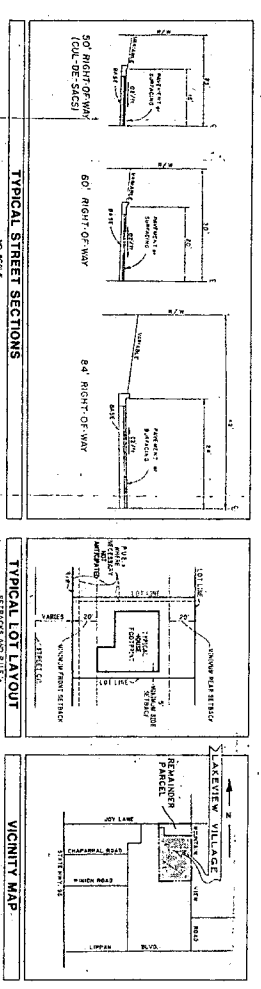
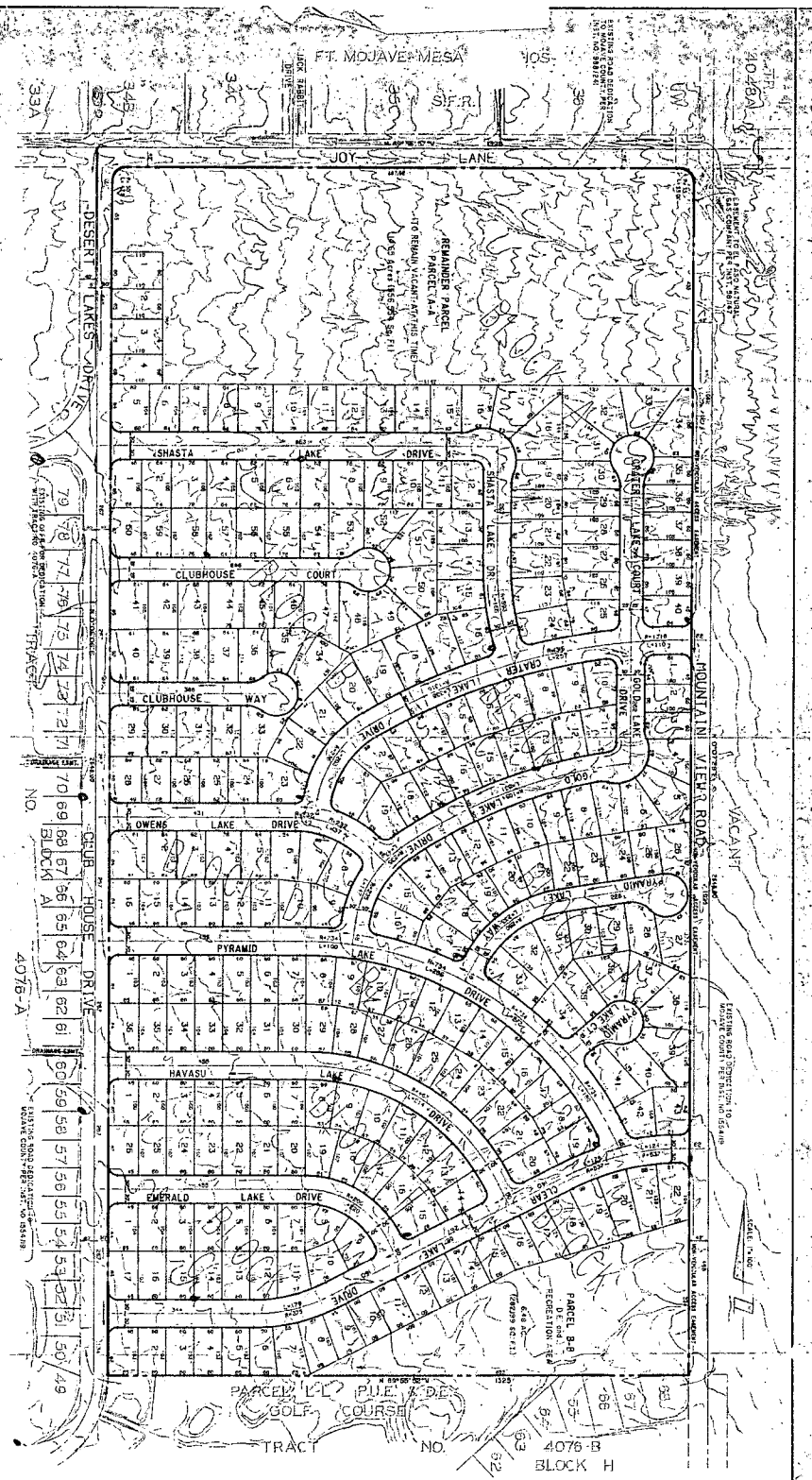
Tract 4148-A and 4148-B (Phase I and II) – 2 maps.

Fairway Estates Home Owners Association Assessor’s Property Tax

packet 2

original map

aka Fairview Estates



PRELIMINARY MAP
LAKEVIEW VILLAGE
TRACT NO. 4097

DATE OF SUBMISSION OF THE MAP: 10/19/88
 DATE OF RECORDING: 11/18/88
 COUNTY: CALIFORNIA
 CITY: SAN BERNARDINO
 ENGINEER: [Signature]
 DEVELOPER: [Signature]
 ASSESSOR OF PARCEL NOS.: [Signature]
 ZONING & LAND USE: [Signature]

NOTES:
 1. THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR CONVEYANCE OF INTERESTS IN REAL PROPERTY.
 2. THE MAP IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS.
 3. THE MAP IS SUBJECT TO THE RIGHT OF THE PUBLIC TO TAKE EASES FOR PUBLIC PURPOSES.
 4. THE MAP IS SUBJECT TO THE RIGHT OF THE PUBLIC TO TAKE EASES FOR UTILITIES.
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SAVE

SEC. 35, T.19 N., R. 22 W.

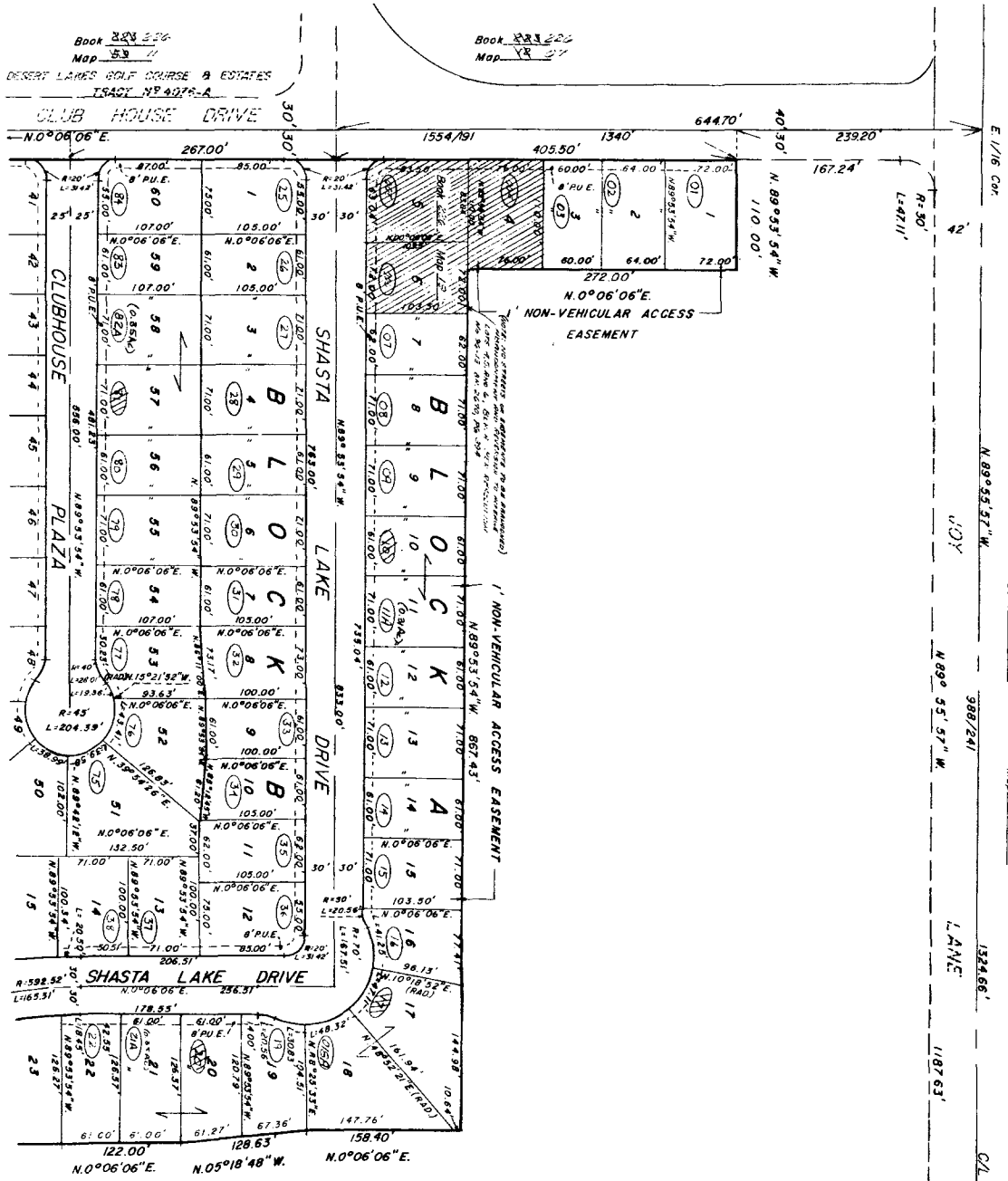
AMENDED
FAIRWAY ESTATES

PHASE 1

TRACT N° 4097-A

Rec. Dec 18, 1990 Fee N° 90-85309
Rec. Aug 28, 1991 Fee N° 91-45985
Book ~~XXX 227~~ Map ~~XX 27~~

BOOK 226
MAP 15
1012
Code 1627
OLD BOOK 223
MAP 69
25
26



SCALE 1"=100'



19 N., 22 W., 35
Date ~~Dec. 12, 2004~~

Book ~~XXX 226~~
Map ~~XX 27~~
2012

MOHAVE COUNTY
ASSESSOR'S MAP

Book ~~XXX 226~~
Map ~~XX 27~~

Book ~~XXX 226~~
Map ~~XX 27~~

SEC. 35, T.19 N., R.22 W.

AMENDED
FAIRWAY ESTATES

PHASE I

TRACT No 4097-A

Rec. Dec 18, 1990 Fee No 90-85309
Amen. Rec. Aug 28, 1991 Fee No 91-45985

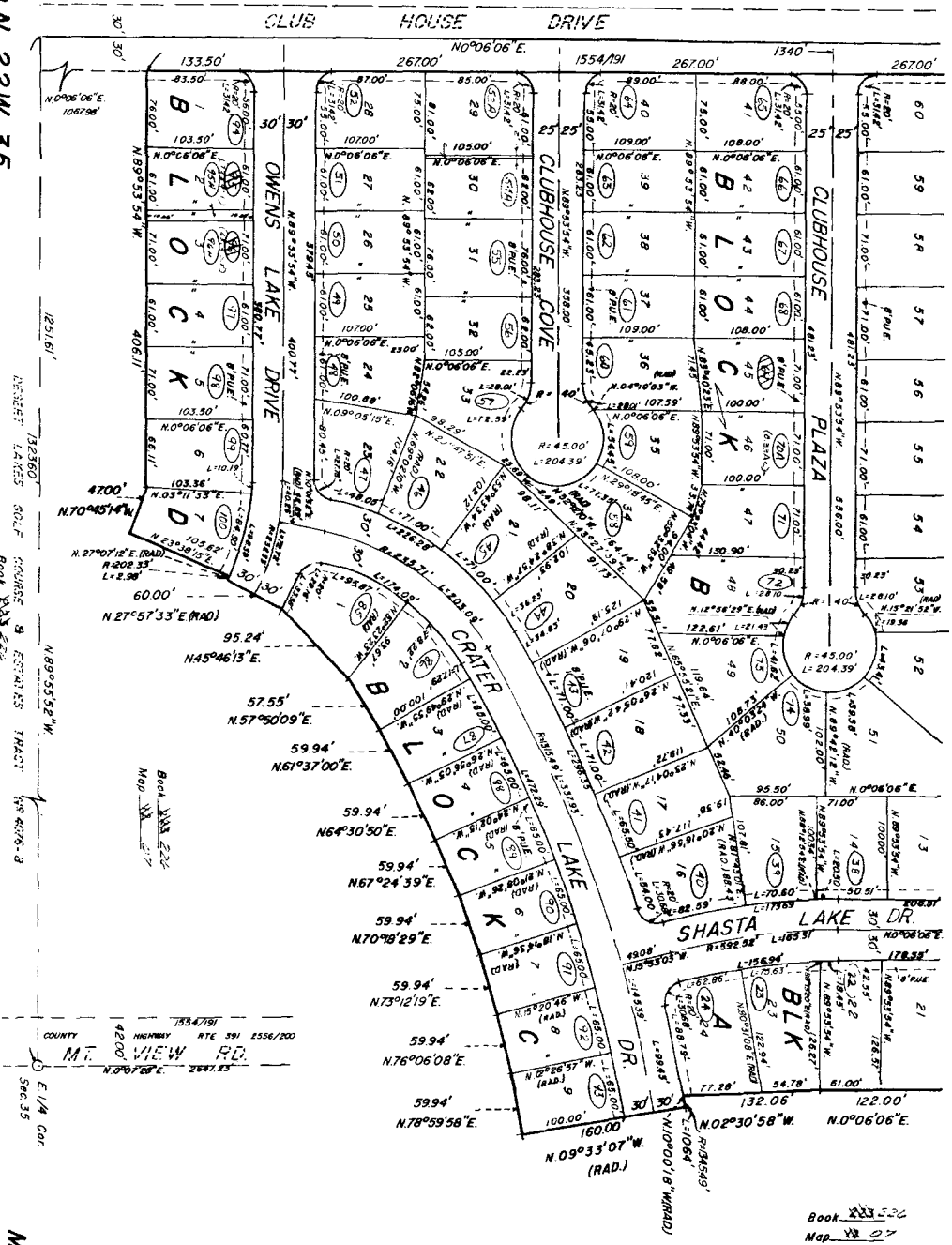
BOOK XXX 226
MAP XXX 15 1 of 2

BOOK 226
MAP 15
Code 1621
OLD BOOK 223
MAP 69
2 of 2

DESERT LAKES GOLF COURSE
& ESTATES
TRACT No 4076-A

Book XXX 226
Map XXX 11

19 N., 22 W., 35
Date Dec 17, 2004



DESERT LAKES GOLF COURSE & ESTATES TRACT No 4076-B
BOOK XXX 226
MAP XXX 15

MOHAVE COUNTY
ASSESSOR'S MAP

SEC. 35, T19N, R22W

FAIRWAY ESTATES

PHASE II

TRACT 4097-B

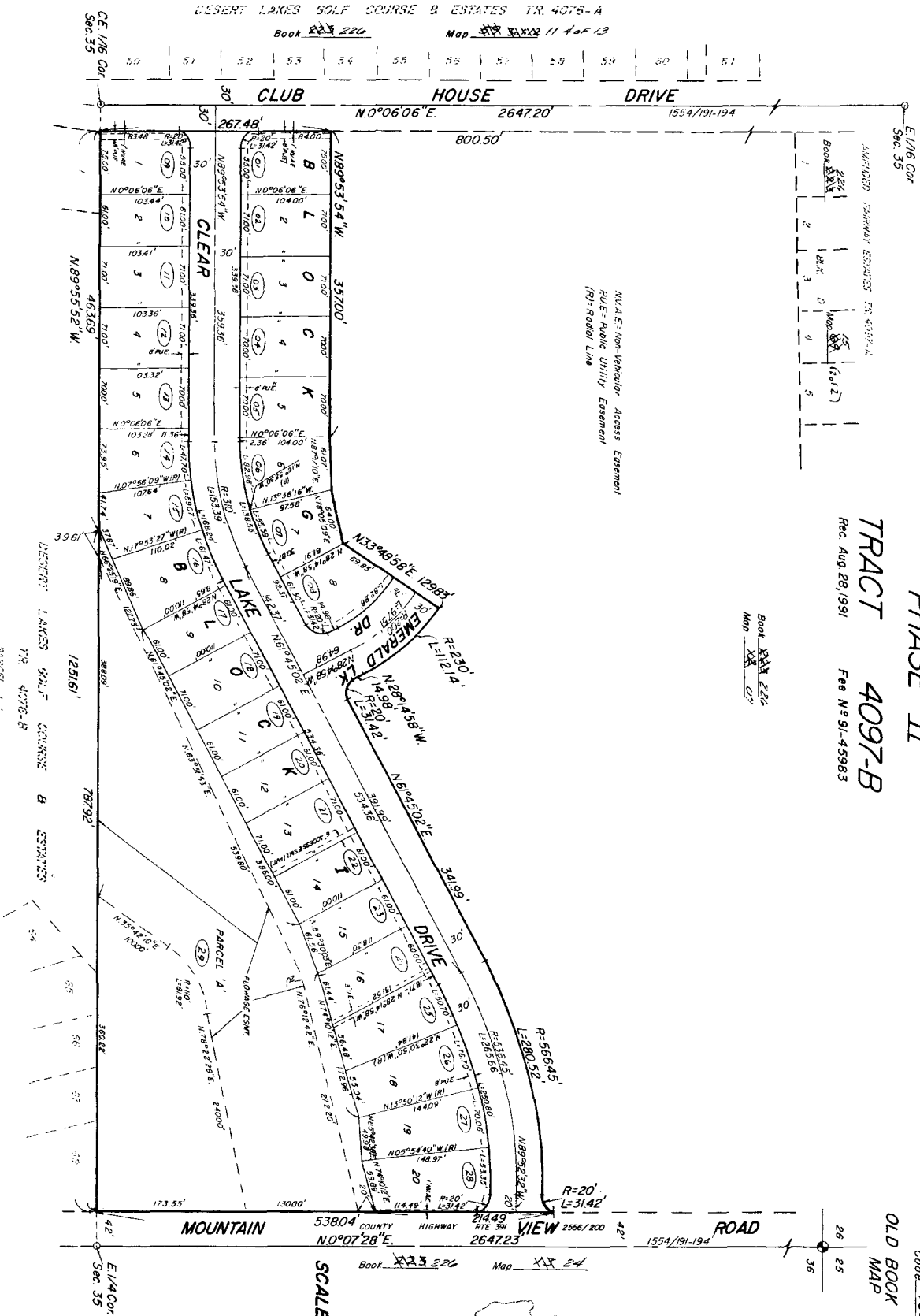
Rec. Aug 28, 1991

Fee No 91-45393

BOOK 226
MAP 16
Code 1621
OLD BOOK 223
MAP 72

BOOK 226
MAP 224

MVA.E: Non-Vehicular Access Easement
P.U.E.: Public Utility Easement
(P): Public Line



SCALE 1"=100'

DESERT LAKES GOLF COURSE & ESTATES TR. 4078-A

Book 226 226

Map 224 224 11 of 13

19N, 22W, 35

Date Oct. 27, 2004

MOHAVE COUNTY
ASSESSOR'S MAP

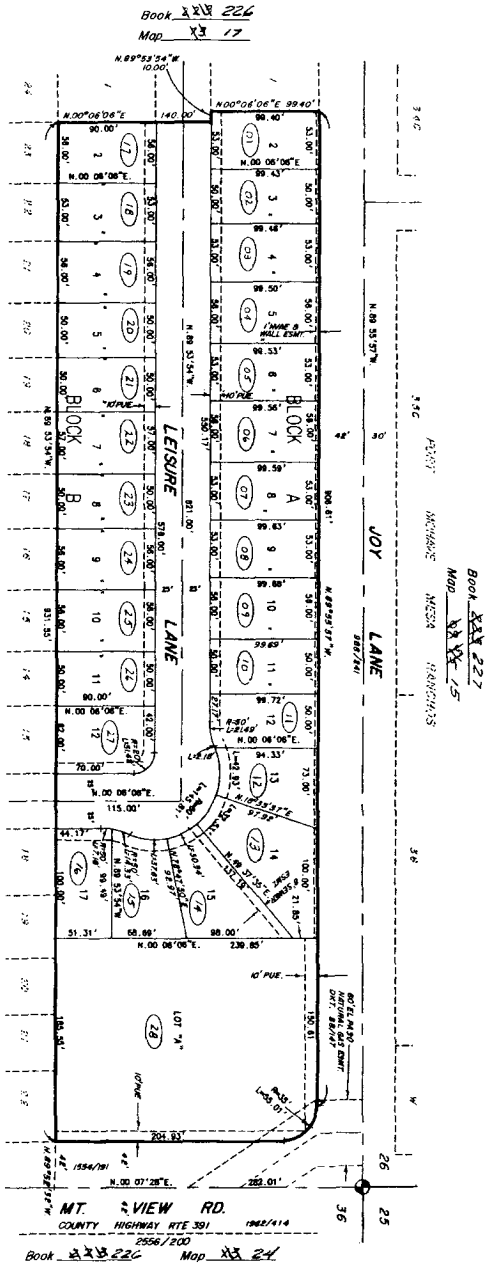
SEC. 35, T.19N., R.22W.

FAIRWAY ESTATES
PHASE II
TRACT 4148-B

Rec. April 14, 1993

Fee N^o93-19882

BOOK 226
MAP 18
Code 1/8.21
OLD BOOK 223
MAP 74



SCALE
1"=100'

19N, 22W, 35
DATE DEC. 12, 1992

MOHAVE COUNTY
ASSESSOR'S MAP

SEC. 35, T.19N., R.22W.

AMENDED
FAIRWAY ESTATES
PHASE I
TRACT 4148-A

Rec. Oct. 19, 1992 Fee No 92-57505
Amn. Rec. Mar. 23, 1993 Fee No 93-14955

BOOK 226
MAP 17
Code 1621
OLD BOOK 223
MAP 73

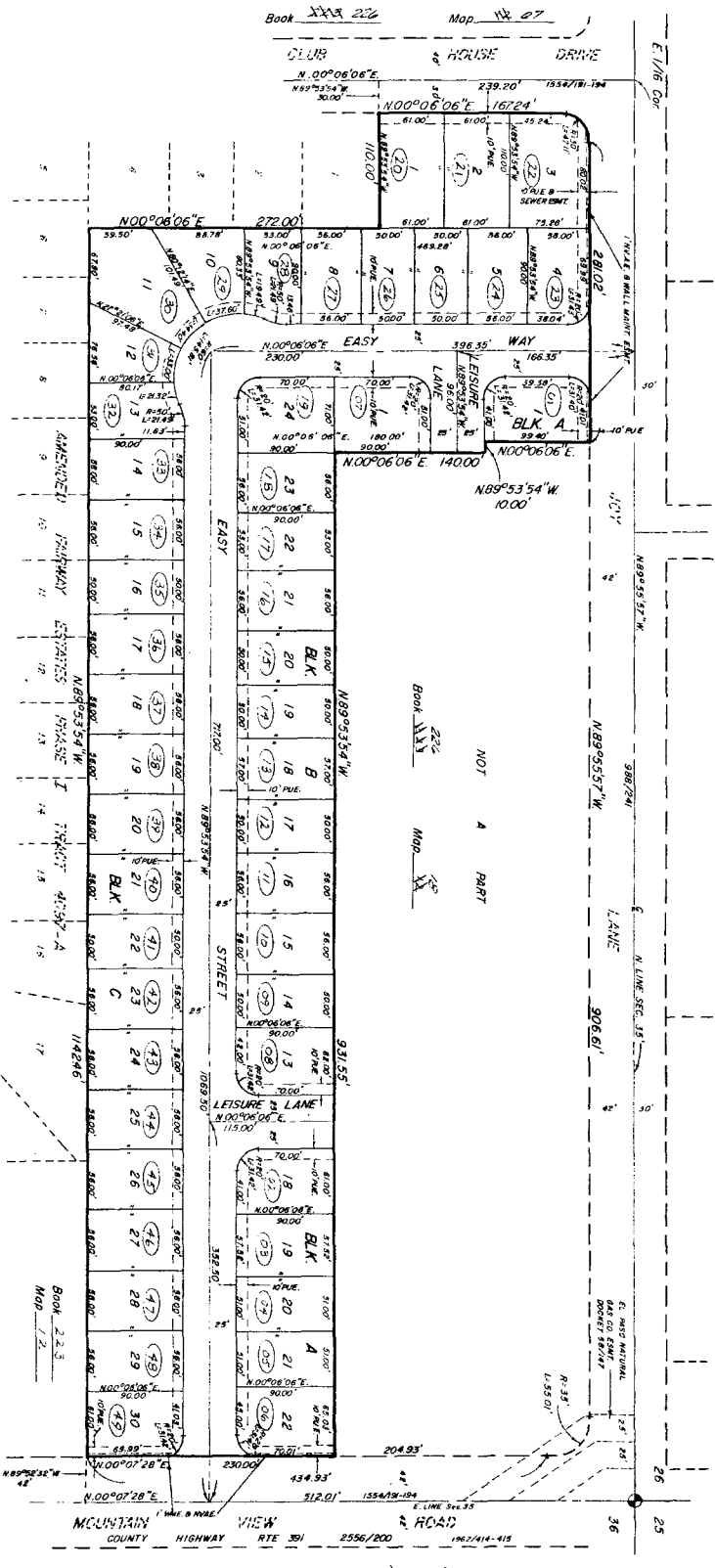
N/A-E-Non Vehicular Access Easement
W/E-Mall Maintenance Easement

Book XXX 227
Map NY 15

FRONT MOHAVE MESSA PARADESSES

NOT A PART

Book XXX 226
Map NY 15



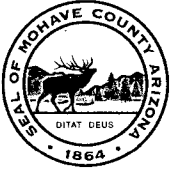
SCALE
1" = 100'



19N., 22W., 35
Date Dec 17, 2004

Book XXX 226
Map NY 15

MOHAVE COUNTY
ASSESSOR'S MAP



MOHAVE COUNTY
2019 PROPERTY TAX STATEMENT
Cindy Landa Cox, MBA, Treasurer
(928) 753-0737



FAIRWAY ESTATES HOME OWNERS
 ASSOCIATION
 3900 FRONTAGE ST #1
 BULLHEAD CITY, AZ 86442

Assessor Description-Section: 35-Township: 49N Range: 22W
 FAIRWAY ESTATES PHASE II TRACT 4097B PARCEL A CONT 3.48
 AC
 Situs Address: 5735 S MOUNTAIN VIEW RD

THANK YOU FOR YOUR PROMPT PAYMENT

TREASURY ACCOUNT #	PARCEL #	TAX AREA	TAX RATE PER \$100 ASSESSED VALUE			
R0107950	22616029	1621	12.7357			
ASSESSMENT	VALUE IN DOLLARS	LEGAL CLASS ASSMT%	ASSESSED VALUE	EXEMPT AMOUNT	TAX RATE	TAX
TAXABLE PROPERTY VALUE	500	10.0	50	0	12.7357	6.38
TAXABLE PERSONAL PROP VALUE	0	0.0	0	0	12.2357	0.00
TAXABLE PROPERTY VALUE TOTAL	500		50	0		\$6.38
2018 TAXES	2019 TAXES	TAXING AUTHORITY	PHONE #S	% of TAX		
0.98	0.98	MOHAVE COUNTY	(928) 753-0735	8.42%		
0.24	0.23	STATE SCHOOL TAX EQUALIZATION	(928) 753-5678	1.98%		
1.08	1.00	MOHAVE VALLEY SD #16	(928) 768-2507	8.59%		
1.01	0.95	COLORADO RIVER UNION HS #2	(928) 788-1405	8.16%		
0.67	0.66	MOHAVE COMMUNITY COLLEGE	(928) 757-4331	5.67%		
1.63	1.62	FT MOHAVE MESA FD	(928) 768-9181	13.92%		
0.05	0.05	FIRE DIST ASSIST FUND	(928) 753-0735	0.43%		
0.14	0.14	MOHAVE COUNTY LIBRARY DISTRICT	(928) 692-5763	1.20%		
0.26	0.26	MOHAVE COUNTY FLOOD CONTROL DI	(928) 757-0925	2.23%		
0.01	0.02	MO CO TV CID	(928) 753-0729	0.17%		
0.03	0.02	WESTERN AZ VOCATION ED DIST	(928) 753-0747	0.17%		
0.27	0.26	SECONDARY SD#16 BUDGET OVERRID	(928) 768-2507	2.23%		
0.15	0.19	CRUHSD#2 CLASS B BONDS	(928) 788-1405	1.63%		
5.26	5.26	MOHAVE VALLEY IRRIG & DRAIN DI	(928) 768-3325	45.19%		
\$11.78	\$11.64	TOTAL		100%		

2019 TAX SUMMARY	
For the period of January 1 - December 31, 2019	
Total Tax	\$6.38
Special District	5.26
LESS: State Aid	0.00
LESS: Prepay	0.00
TOTAL DUE	\$11.64

PAYABLE UPON RECEIPT

SEE PAYMENT STUB FOR DUE DATE

Mail your check with the corresponding payment stub to:

MOHAVE COUNTY TREASURER
PO BOX 712
KINGMAN, AZ 86402

ADDITIONAL INFORMATION

MORE WAYS TO PAY

In Person: Check, Money Order, or Cashier's Check. Cash is accepted in person, during office hours. Your canceled check is your receipt.

Credit Card or Electronic Payment
 (processing fees will apply):

Call: 1-855-814-6451 or
 Visit us Online: www.mohavecounty.us

Using Your Banks Online Banking "Bill Pay" Option:

Set up a **SEPARATE** bill pay payee for **EACH PARCEL**
 Instructions are available on our website:
www.mohavecounty.us
 Select: Online Bill Pay Instructions

ANSWERS TO YOUR QUESTIONS

Mohave County Treasurer's Website:

- Copies of tax statements, payment receipts and payment history
- Visit us online: www.mohavecounty.us

Mohave County Assessor's Website:

- Online Address Changes
- Valuation, legal classification, and ownership/ address records
- Call: 1-928-753-0703 or
- Visit the Assessor online: www.mohavecounty.us

FOR YOUR RECORDS 1ST HALF PAID CK # _____ 2ND HALF PAID CK # _____ OR FULL YEAR PAID CK # _____

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Exhibit 3

Photo of “Build to Suit” Sign with deteriorated and broken sign structure.

Letter from ADRE – This is not a For Sale sign.
Text underscored for emphasis by Plaintiff.

Exhibit 3

Top

3

04.04.2018

NO SUIT
788-7777
US



Arizona Department of Real Estate (ADRE)
Auditing and Investigation Division
www.azre.gov
100 North 15th Avenue, Suite 201, Phoenix Arizona 85007

DOUGLAS A. DUCEY
GOVERNOR

JUDY LOWE
COMMISSIONER

September 9, 2019

NANCY KNIGHT
1803 E. LIPAN CIRCLE
FORT MOHAVE, AZ 86426

Re: Case #C19-000660 – Complaint filed against ANN PETTIT

Dear Ms. Knight:

The Department of Real Estate reviewed your complaint against ANN PETTIT.

The investigation determined that the signage in the photo you provided is the Developer's sign, not US Southwest's sign. The sign shows the Developer's name, phone number and the verbiage, "Build to Suit." The sign identified US Southwest as the real estate broker who conducts Sales and Marketing for the developer; however, the sign does not state the property is for sale or lease. If the sign is a violation of county ordinances, the county is the appropriate entity to address the issue of the developer's signs.

The Department has sole discretion in determining that closing the investigation and taking no disciplinary action against the licensee(s) is appropriate. The Department's decision to close an investigation may not be appealed.

Sincerely,

Wayne L. Jackson | WLLJ
Senior Investigator

cc: file