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1 Nancy Knight
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4 Plaintiff Pro Per

5 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
6 **IN AND FOR THE COUNTY OF MOHAVE**

7 NANCY KNIGHT,

8 Plaintiff,

Case No.: CV 2018 04003

9 vs.

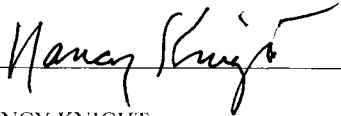
10 **PLAINTIFF'S RESPONSE IN**
11 **OPPOSITION TO DEFENDANT'S**
12 **MOTION TO DISMISS**

11 GLEN LUDWIG and PEARL LUDWIG,
Trustees of THE LUDWIG FAMILY TRUST;
12 FAIRWAY CONSTRUCTORS, INC.;
MEHDI AZARMI; JAMES B. ROBERTS and
13 DONNA M. ROBERTS, husband and wife;
JOHN DOES 1-10; JANE DOES 1-10; ABC
14 CORPORATIONS 1-10; and XYZ
15 PARTNERSHIPS 1-10.

16 Defendants.

17
18
19 Plaintiff Pro Per, NANCY KNIGHT, hereby submits her Response in Opposition to the
20 Defendant's (Ludwig, Azarmi, Roberts, Fairway Constructors, Inc.) Motion to Dismiss as
21 submitted by their attorney of record, Mr. Oehler. This Response is supported by the attached
22 Memorandum of Points, Authorities, and Plaintiff's Statement of Facts and Exhibits.
23

24 RESPECTFULLY submitted this 23 day of February, 2018.

25 
26 _____

27 NANCY KNIGHT
Plaintiff Pro Per



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MEMORANDUM OF POINTS AND AUTHORITIES

THE FACTS

1. BACKGROUND

This matter arises out of the egregious and collective efforts of Azarmi, the Ludwigs, the Roberts, and Fairway Constructors, Inc. (hereinafter "Defendants") to circumvent the Desert Lakes Golf Course and Estates (hereinafter "Desert Lakes"), Covenants, Conditions, and Restrictions (hereinafter "CC&Rs") for front and rear yard setbacks. Defendants acting for himself, herself, or itself, on his, her or its own behalf individually, is now and was at all times material hereto acting in concert with at least one of the other Defendants and in doing the things hereinafter alleged, was acting within the course and scope of such relationship as an agent, principal, employee, purchaser, servant or representative and with the permission, consent and ratification of each and every other of such Defendants.

In law, a **valid claim** is a "grievance that can be resolved by legal action." In accordance with the text of Rule 8a (2 and 3) effective until July 1, 2018, the short and plain statement of the claim is (2) the violation of CC&R front and rear yard setbacks and signage on unimproved lots and (3) the Plaintiff is entitled to relief that may include relief in the alternative or different types of relief. The Plaintiff's claim is not frivolous nor based on fraud. The valid claim seeks relief in the form of Judgments as cited in the Wherefores of the Complaint.

The Plaintiff does have standing. Contrary to attorney Oehler's argument that no CC&Rs exist for the Plaintiff's lot which is located in Tract 4163, Plaintiff submits evidence as provided by the Arizona Department of Real Estate (hereinafter "ADRE")

1 citing that the Plaintiff's home, which was built by T&M Ranching and Development
2 LLC (hereinafter "T&M") is subject to the Desert Lakes CC&Rs recorded in Book 1641,
3 page 895. See page 9 of the ADRE Report dated February 5, 2003. **Exhibit 1** - ADRE
4 Public Report to T&M
5

6 The Plaintiff's home was built by T&M during the year 2004 and within Tract
7 4163. Tract 4163 was created at the time of an approved zoning change by the Board of
8 Supervisors (hereinafter "BOS") in 1998 that created 32 lots for an LLC based in Mission
9 Viejo, California. T&M was one of many developers who built homes among the 32 lots.
10 **Exhibit 2** - Resolution 98-348.
11

12 Mohave County Planning and Zoning uses the more restrictive Special
13 Development zoning for their benchmark throughout Desert Lakes as is cited in the
14 CC&Rs recorded in Book 1641 but not cited in Book 1554. The Special Development
15 zoning setback restriction was used by the County for the denial of a permit to Azarmi for
16 setback reductions for the subject home. Azarmi did not refute the Special Development
17 zoning for the subject parcel and instead filed for a variance with the County Board of
18 Adjustment (hereinafter "BOA". Hence, Azarmi accepted the restricted setbacks as cited
19 in Book 1641. **Exhibit 3** CC&Rs Book 1641, **Exhibit 4** BOA Meeting Minutes
20
21

22 It is highly suspect that the Defendant's Exhibit D from Chicago Title claims they
23 "cannot locate any ccrs for this subdivision". Noteworthy is the date on this email from
24 Chicago Title (October 2016). Mr. Oehler is harassing the Plaintiff and/or deliberately
25 delaying this case. The attached ADRE report to T&M is already in Mr. Oehler's files.
26 There exists no separate CC&R document for each and every tract number within Desert
27 Lakes!
28

1 Fairway Estates is a Marketing Name with many different tract numbers
2 according to the ADRE. **Exhibit 5** ADRE citing Fairway Estates as a marketing name
3 with many tract numbers.
4

5 Fairway Estates is comprised as a section of land within Desert Lakes Golf
6 Course and Estates. There would be no uniformity of protection for the Desert Lakes
7 community if each and every tract number could cite different CC&Rs.

8 The CC&Rs for Tract 4076-A, which is claimed by the Defendant as applying to
9 the subject parcel of land, is designated as for Desert Lakes Golf Course and Estates “aka
10 Desert Lakes Golf Course and Estates” by the ADRE. This subject lot is not separate
11 from the Desert Lakes community. **Exhibit 6** ADRE report for Tract 4076-A

12 Lot numbers are designated within Tracts. CC&Rs are not amended when new lot
13 numbers are added to the Desert Lakes “Master Planned Community” (quote referenced
14 on page 5 in Exhibit 1). The Plaintiff’s lot number is not cited in the CC&Rs for Book
15 1641. The ADRE therefore is using Desert Lakes Golf Course and Estates as an umbrella
16 name for references to the CC&Rs that govern the community.
17

18 The verbiage for the CC&Rs for Tract 4076-A is comparable to the verbiage for
19 the CC&Rs for Tract 4076-B with the exception of several errors, omissions, and safety
20 features that were corrected and/or added in document designated Tract 4076-B. This
21 may be the reason why the County and ADRE refer to the CC&Rs for Tract 4076-B
22 dated December 1989 over the former version dated May 1989. This is also a valid
23 argument for the Court to set a precedence for use of the CC&Rs in Book 1641 for this
24 case and for any future cases that may be presented in the future.
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26
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1 Among the improvements in the latter CC&R document is the safety feature that
2 was added to Paragraph 5 (vii) “tempered glass in all windows facing fairways and
3 driving range lakes”. An entire paragraph was added for the safety feature regarding
4 vehicular access to main roads through a twenty-four foot access easement with no
5 parking allowed in said easement (Paragraph 7, Book 1641, Page 897). An omission in
6 paragraph 11 of Book 1554 was corrected to read “improved lot” for some types of
7 allowed signage (see correction in Book 1641, Page 898 paragraph 12). The side lot
8 wrought iron fence was reduced to 15 feet in paragraph 8, Book 1641, page 898. Water
9 conservation measures were added in paragraph 13, Book 1641, Page 898. Lastly, the
10 zoning designation of Special Development Residential is cited in paragraph 22 B (1),
11 Book 1641, Page 900 (which was not the zoning designation in Book 1554).

12 Regardless of what CC&R verbiage the Court wishes to refer to (Book 1554 or
13 Book 1641), in either case, the setbacks were violated and the “Build to Suit” signage
14 bearing the logo for Fairway Constructors on unimproved lots which are scattered in the
15 Desert Lakes community is a continuing CC&R violation.

16 Mr. Oehler also falsely claims that CC&Rs were not imposed on T&M. In 2005,
17 T&M hired Russell’s Ironworx to construct three block wall fences for the Plaintiff’s
18 address with steel rail inserts in accordance with the CC&Rs for homes adjacent to
19 fairways. T&M was well aware of the CC&Rs and assured that the fences on the parcels
20 where T&M was constructing homes conformed to the specifications for fences as cited
21 in the CC&Rs Paragraph 8, Book 1641, Pages 897 and 898.

22 “... on all lots adjacent to fairway lots the rear fences shall be of wrought
23 iron construction for a total fence height of 5 feet ... which shall continue
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1 along the side lot line for a distance of 15 feet.”

2 When Larry Russell of Russel’s Ironworx had erroneously drawn the Plaintiff’s side yard
3 fence as solid block, it was caught by T&M and was corrected to be constructed with
4 steel rails for approximately fifteen feet along the side yard. The attached exhibits clearly
5 demonstrate that T&M did indeed have CC&Rs imposed on his projects and T&M made
6 sure the fences conformed to the CC&Rs. **Exhibit 7** Fence Permit, **Exhibit 8** Drawing for
7 three proposed fence walls and subsequent survey result demonstrating Plaintiff’s
8 ownership of the three fences.
9
10

11 If Fairway Constructors, Inc. is allowed to continue the practice of violating the
12 CC&Rs, there will be no end to the battle to protect the property values of the entire
13 Desert Lakes community. The human element in every neighborhood can become self-
14 serving and that self-serving behavior can lead to blight in time. With no remedy nor
15 support by the Court, blight will be the result as no person will venture forth to protect
16 the intent of the CC&Rs that are in effect and established for the protection of everyone’s
17 property values and enjoyment of their homes. Views, in this Master Planned golf course
18 community, are a major feature of the architectural restrictions for setbacks and fencing
19 designs. Setback violations impede views for neighboring parcels; rear yard setback
20 violations impedes views of the golf course and surrounding areas and front yard setback
21 violations, which reduces driveway lengths, results in parked vehicles impeding the
22 views for a neighbor’s safe ingress and egress on public streets or for views of children or
23 pedestrians especially on a curved street as is the case where the Robert’s home is
24 located. The Roberts have been known to park their truck in their shorter than minimum
25 driveway length. The Robert’s home is situated adjacent to the golf course.
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1 The professional opinion of Mohave County Development Services Planner
2 Holtry, was to not approve the setback reduction. Defendants are responsible for
3 remedying this matter.
4

5 It may be true that the Roberts do not own an unimproved lot where signage is
6 posted. This is an argument to be claimed in an Answer to the Complaint. The Roberts
7 however are definitely responsible for the setback violations on their parcel.

8 Fairway Constructors, the Ludwigs, and Azarmi are definitely responsible for the
9 signage on unimproved lots that are scattered in the Desert Lakes community. There are
10 two logos on the “Build to Suit” signage. One logo represents Fairway Constructors and
11 the other represents US Southwest Real Estate who is apparently the sales representative
12 for the lots. This signage is a violation of the CC&Rs as recorded in both Book 1641
13 (paragraph 12) and Book 1554.
14

15 A Real Estate professional wrote to the Plaintiff stating in part, “We have lived in
16 Desert Lakes for about 14 years. We do not want an HOA but would like to see the
17 CC&Rs enforced. Thank you for your efforts.” The Plaintiff’s filing of the Complaint, at
18 her own expense in time and money, is to hopefully achieve a Court ruling on a person’s
19 right to enforce the CC&Rs in a court of law that will benefit the entire Desert Lakes
20 community for years to come.
21

22
23 **2. DISCUSSION**

24 The Defendants wish to confuse the Court with irrelevant zoning changes
25 regarding multi-family housing that have no bearing on the matter at hand. Be clear,
26 County permits, variances, resolutions, and ordinances do not take precedence over
27 CC&Rs. When there is a conflict between County specifications and the CC&Rs, “the
28

1 more restrictive shall govern” (per CC&Rs paragraph 21, Book 1641, page 899). There
2 are many BOS Resolutions on file whereby the Supervisors voted in favor of zoning
3 changes, setback reductions, and more. In the words of County Planning Staffer,
4 Christine Ballard, “We have discuss [SIC] the potential change in the zoning setbacks
5 with regard to the CC&Rs with our legal counsel. The CC&Rs are a private agreement or
6 contract between private parties; Mohave County is not one of those parties. The County
7 is not bound by the document nor can we enforce it. It will be the responsibility of each
8 individual land owner to develop such that they comply with both the County Zoning
9 Ordinance and the CC&Rs.” **Exhibit 9** (email July 12, 2016)
10
11

12 Sometime in 2016, a new home permit was applied for by the Defendants with
13 setbacks that violated the CC&Rs and also violated the Special Development zoning
14 setbacks for the Desert Lakes community. Mohave County Planning and Zoning denied
15 the permit application. The Defendants, including the Roberts who apparently had a
16 vested interest in the setback reduction, refused to abide in the cited setback restrictions
17 and circumvented the Planning and Zoning’s denial through a Board of Adjustment
18 variance with setbacks that were less restrictive than those cited in the CC&Rs. A
19 variance, issued by the County for the Defendant’s home in the Desert Lakes community
20 at 5732 S. Club House Dr. in Fort Mohave, Arizona, does not take precedence over the
21 more restrictive CC&Rs.
22
23

24 The CC&Rs represent binding restrictions on the use and development of all
25 properties within Desert Lakes and all property owners are required to fully comply with
26 all rules, regulations and other requirements established by the CC&Rs governing the use
27 of their property. Azarmi, Ludwig, and Fairway Constructors, in the course of running
28

1 their development business in Desert Lakes for many years, have been well aware of the
2 CC&Rs.

3 Mr. Oehler appears to want to claim that the CC&Rs for Fairway Estates is
4 separate from the CC&Rs for Desert Lakes. In fact, you cannot separate the two except
5 by the Tract number designation of 4076-A. Fairway Estates is a section of land within
6 the Desert Lakes Golf Course and Estates community. The ADRE report for Tract 4076-
7 A cites in the Fairway Estates Subdivision Characteristics that “Desert Lakes Estates and
8 Golf Course is a recorded subdivision with tract number 4076-A thru 4076-H that
9 consists of 575 homes.” This statement is attributed to a letter from Glen Ludwig dated
10 April 15, 2014. The ADRE report for Tract 4076-A is cited as Desert Lakes Golf Course
11 and Estates Tract 4076-A “aka Desert Lakes Golf Course and Estates” and is dated June
12 11, 2014 (Exhibit 6). Tract 4076-A therefore is NOT a stand-alone subdivision as
13 claimed by Oehler. The Master Planned subdivision is Desert Lakes Golf Course and
14 Estates.
15
16
17

18 In this matter of setback violations and signage violations, there exists no
19 difference between the CC&Rs for Desert Lakes Golf Course and Estates and the section
20 of land within Desert Lakes marketed as Fairway Estates. Fairway Estates has been
21 reported to enforce restrictions. They apparently hold others to a different standard than
22 they hold themselves.
23

24 Pursuant to the CC&Rs that encumber the subject properties, the covenants,
25 restrictions, reservations, and conditions run with the land and are binding on all parties
26 and persons claiming under them. If there is a violation of the CC&Rs, any person or
27 persons owning property located in the subdivision may prosecute proceedings at law or
28

1 in equity against the violating person or persons. *Id. at* Paragraph 20. Desert Lakes Golf
2 Course and Estates “is a recorded subdivision” with tract number 4076-A thru 4076-H as
3 Glen Ludwig pointed out to the ADRE. As Mr. Oehler has proven with his Exhibit A of
4 the Plaintiff’s Special Warranty Deed dated 2010 together with the ADRE report to T&M
5 who built the Plaintiff’s home, the Plaintiff owns property in the Desert Lakes Golf
6 Course and Estates subdivision. **Exhibit 10** – Plaintiff’s new home construction permit

7
8 The Plaintiff is sensitive to the need for CC&R enforcement as two attorneys
9 refused to protect her own property from lost views due to CC&R violations by a
10 neighbor. In mediation for a trespass case, a retired Judge helped the Plaintiff by
11 negotiating for restoration of the Plaintiff’s views with approximately fifteen feet of steel
12 rail inserts in the Plaintiff’s side yard fence and “a portion” of steel rails in the adjacent
13 neighbor’s rear yard fence.
14

15
16 A Court ruling for the Plaintiff in this case will set a precedence that enforcement
17 was favorably adjudicated. An unfavorable ruling for the Plaintiff will be an open
18 invitation to self-serving members of the community to do as you please because there
19 are no enforcement measures that can be won in Mohave County Superior Court. The
20 plaintiff has witnessed that Mohave County is already rife with blight in Dolan Springs,
21 Meadview, certain areas of Bullhead City, and other areas near her home. The Plaintiff,
22 in an effort to protect Desert Lakes Golf Course and Estates from falling into a state of
23 blight therefore pleads with the Court for DENIAL of this Motion to Dismiss.
24

25 **3. ARGUMENT**

26 The CC&Rs clearly define that buildings and projections shall be constructed not
27 less than twenty feet (20’) back from the front and rear property lines as cited in Article II
28

1 – Land Use (Book 1641 page 897), Paragraph 6: Mr. Oehler has submitted a separate
2 CC&R document from Book 1554, Page 197 (Oehler’s Exhibit E) with identical verbiage
3 for the 20 foot front and rear setbacks. Azarmi filed a New Home construction
4 application with Mohave County Development Services with reduced setbacks that
5 violated the CC&Rs. The permit’s Revised drawing dated as received on May 19, 2016,
6 one day after the BOA variance was approved, displays the front setback as eighteen feet
7 (18’) and the rear setback as ten feet (10’). It is clear that the Defendants violated the
8 CC&R setback restrictions. **Exhibit 11** (Home Permit and drawing for Club House Dr.)

9
10
11 Paragraph 6: “All buildings and projections thereof on lots not adjacent to
12 the golf course... shall be constructed not less than twenty feet (20’) back
13 from the front and rear property lines... All buildings and projections
14 thereof on all other lots...being those lots adjacent to the golf course shall
15 be constructed not less than twenty feet (20’) from the front and rear
16 property lines...”

17 The reason for the 20 foot front and rear setbacks in Desert Lakes is for views,
18 especially for fairway views. Evidence of this fact is found in the CC&Rs whereby
19 fairway lots are restricted from privacy fencing and must install wrought iron fencing on
20 all back yard lots adjacent to fairways and for fifteen feet along the side yards (Paragraph
21 8).

22 “...on all lots adjacent to fairway lots the rear fences shall be of
23 wrought iron construction for a total fence height of 5 feet...which
24 shall continue along the side lot line for a distance of 15 feet.”

25 A ten foot back yard setback on the subject parcel that is adjacent to the golf
26 course amounts to a taking of views and related property value from another adjacent
27 property owner. This is where self-serving motives of one builder can result in the harm
28 of others and which is why CC&Rs are written to protect the property values of everyone
in the subdivision. As already cited, the Plaintiff has suffered the negative experience of a

1 self-serving neighbor already for her home and therefore has empathy for the owners or
2 future owners of parcels that are adjacent to the Defendant Roberts' home.

3 Another issue with the unimproved adjacent lot that is now impacted by the home
4 built by Fairway Constructors, Inc. is that Real Estate law requires full-disclosure by the
5 seller. There exists no means of assurance that a buyer of the adjacent lot will be
6 informed of the reduced value of his purchase due to his lost views from the self-serving
7 motives of the Defendants. For this reason, there exists just cause for the requested
8 remedy that an effort be made for the purchase or trade of the adjacent lot by Fairway
9 Constructors and that it be maintained as a green belt.
10
11

12 Further, Fairway Constructors, Inc., together with their listing real estate broker,
13 US Southwest Real Estate, violate the CC&R restriction for signage on unimproved lots
14 (paragraph 12, Book 1641, page 898). This illegal act by Fairway Constructors has
15 caused other real estate agencies to falsely assume the CC&Rs do not restrict this
16 behavior and has resulted in additional illegal signage to be posted on unimproved lots
17 throughout Desert Lakes. A favorable ruling for the Plaintiff in this case will have a
18 positive impact for compliance of other real estate broker's signage.
19

20 Paragraph 12: "No sign, advertisement...shall be erected or allowed on any of
21 the unimproved lots..."

22 At the BOA meeting (refer to Exhibit 4), Azarmi admits he has built over 700
23 homes in the area in the past 26 years and then states there are setback violations in the
24 whole project. As a major developer in the Desert Lakes community there is a high level
25 of concern that Azarmi did indeed violate the CC&Rs on other homes in Desert Lakes
26 and sold those homes to unsuspecting buyers without full disclosure of his deliberate
27 CC&R violations. Other builders may have done the same and for this reason the Plaintiff
28

1 pleads for a Declaratory Judgment relieving any property owner, who was not a
2 participant in the CC&R violation, from any liability or imposition of a remedy on their
3 part in the matter. In Discovery and Disclosure, plaintiff will be seeking permit drawings
4 for all homes that were built by Defendants in order to identify the extent to which the
5 Defendants have violated or caused to violate the CC&Rs.
6

7 Despite the Plaintiff's communications with Azarmi, Fairway Constructors
8 Executives, and a letter addressed to Glen Ludwig, construction of the subject home was
9 completed without remedy and built with the less restrictive setbacks. **Exhibit 12** –
10 Communications requesting remedy before construction was completed.
11

12 Eventually ownership title was transferred to Mr. and Mrs. Roberts on October
13 25, 2016 according to the Joint Tenancy Deed Fee# 2016048441 in Exhibit A provided
14 by Mr. Oehler. The lot was not owned by the Roberts when the home was being built in
15 early 2016.
16

17 The CC&Rs were established in 1989 and run with the land. They have never
18 been revoked. The CC&R contract for the entire Desert Lakes community cites in
19 Paragraph 18 Book 1641 Page 899:
20

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

25 The Desert Lakes Golf Course and Estates Declarant did not authorize the
26 creation of a Homeowner Association. Enforcement of the CC&Rs was left to the
27 discretion of the individual property owners. (CC&Rs paragraph 20, Book 1641 and
28 paragraph 19, Book 1554)

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

11 For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi,
12 Fairway Constructor Executives, and Glen Ludwig, should be sufficient to remedy
13 violations. However, when ignored, the person has no recourse except to remedy the
14 violation in a Court of Law. Failure on the part of persons who prefer conflict avoidance
15 that can lead to blight and diminished property values does not preclude the ability of
16 another party to seek CC&R enforcement in a Court of Law. Paragraph 20 of the
17 CC&Rs sets forth:

18 “No failure of the Trustee or any other person or party to enforce any of the
19 restrictions, covenants or conditions contained herein shall, in any event, be
20 construed or held to be a waiver thereof or consent to any further or succeeding
21 breach or violation thereof.”

22 Violations of the CC&Rs occurs when a party, such as Defendants, decide to
23 circumvent or ignore the provisions cited in the CC&Rs. Defendants intentionally
24 violated the CC&Rs as they were fully aware of the existence of the CC&Rs and
25 circumvented the setback restrictions through a BOA variance. The remedy requested by
26 the Plaintiff will visually or financially send a clear message to the community that
27 CC&Rs are enforceable in a Court of Law and will refute any false impressions or
28 rumors to the contrary that have been spread by word-of-mouth in the community.

 It is the responsibility of the builder to comply with the CC&Rs and, in the
 absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion

1 of any property owner. Since the CC&Rs are more restrictive than the approved BOA
2 variance, Azarmi, Ludwig, and Fairway Constructors, Inc, accepted the risk of violating
3 the CC&Rs as did Mr. Roberts who attended the BOA meeting and was informed at that
4 meeting of the existence of CC&Rs in the Desert Lakes community.
5

6 **SUMMATION**

7 The Plaintiff has offered many forms of relief that can be granted in this matter as
8 is allowed in accordance with Rule 8a (3). For the signage on unimproved lots,
9 Defendants, specifically Fairway Constructors at a minimum, can merely take down the
10 offending signage. They apparently refuse to do that and therefore the Court will need to
11 declare them in violation of the CC&Rs in order to compel compliance.
12

13 The Plaintiff has offered two potential forms of relief for the front and rear yard
14 setback violations on the Roberts' home. The Plaintiff has also offered a means of relief
15 for others in the community who may have been harmed by reduced setbacks at the hands
16 of Fairway Constructors, et al.
17

18 The Plaintiff seeks relief for innocent victims of setback reductions/violations in
19 the form of a Declaratory Judgment.
20

21 The Plaintiff respectfully requests the Court to DENY the Defendant's Motion to
22 Dismiss.
23

24 The Plaintiff respectfully requests the Court to DENY the Defendants an award of
25 attorney fees.
26

27 The Plaintiff respectfully requests sanctions against attorney Oehler for his
28 attempt at deception and delay in his Motion to Dismiss in accordance with Rule 11 of
civil procedure. Under the Rule, a signature constitutes a certification by the party or

1 attorney that the pleading "is well grounded in fact ..." Before signing a pleading,
2 counsel is required to make reasonable efforts to assure that the matters asserted are not
3 illusory, frivolous, unnecessary or insubstantial. Mr. Oehler ignored his duty under Rule
4 11 and has inflicted undue and unnecessary stress, time, and money in lost wages and for
5 the cost of materials for the Plaintiff to respond to this matter. Further, according to ARS
6 12-349 ...The statute provides in part that the court shall assess attorney fees against a
7 party or attorney if the party or attorney brings or defends a claim without substantial
8 justification or solely or primarily for delay or harassment." A financial award to the
9 Plaintiff Pro Per is justified in this matter.

10
11
12 **RESPECTFULLY SUBMITTED** this 23 day of February 2018.

13 
14 _____
15 Nancy Knight
16 Plaintiff Pro Per

17 **COPY** of the foregoing was hand delivered
18 on 23 day of February, 2018 to:

19 The law office of Daniel Oehler
20 2001 highway 95, Suite 15
21 Bullhead City, Arizona 86442
22
23
24
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Exhibit 1 –

Arizona Department of Real Estate

Public Report to T&M

STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE
SUBDIVISION PUBLIC REPORT

FOR

Desert Lakes Golf Course and Estates, Unit E, Tract No. 4163

Registration No. DM03-031114

SUBDIVIDER

T & M Ranching & Development, L.L.C., an Arizona limited liability company
2550 N. Thunderbird Circle #115
Mesa, AZ 85215

February 5, 2003

Effective Date

PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land but is provided for informational purposes ONLY. The report reflects information provided by the subdivider and obtained by the Department in its review process in accordance with the provisions of Title 32, Chapter 20, Article 4, of the Arizona Revised Statutes, as amended. **NOTE** that not all of the information in this report has been verified by the Department; certain information has been accepted by the Department as true and accurate based on attestation of the subdivider and/or the subdivider's agents. You should verify all facts before signing any documents. The Department has not passed upon the quality or quantity of any improvement or structure and does not assume responsibility in either event.

PHOENIX OFFICE:
2910 N. 44th Street
First Floor
Phoenix, Arizona 85018
(602) 468-1414 ext. 400

TUCSON OFFICE:
400 West Congress
Suite 523
Tucson, Arizona 85701
(520) 628-6940

THE ARIZONA DEPARTMENT OF REAL ESTATE

REQUIRES THAT:

1. You BE GIVEN this public report;
2. YOU SIGN A RECEIPT indicating that you received this report;

RECOMMENDS:

1. You DO NOT SIGN ANY AGREEMENT before you have read this report;
2. You see the EXACT PROPERTY you are interested in BEFORE SIGNING any document for lease or purchase.

ARIZONA LAW STATES:

1. THE SALE OR LEASE OF SUBDIVIDED LANDS PRIOR TO ISSUANCE OF THIS REPORT OR FAILURE TO DELIVER THIS REPORT TO YOU SHALL RENDER THE SALE OR LEASE RESCINDABLE BY YOU. ACTION TO RESCIND MUST BE BROUGHT WITHIN 3 YEARS FROM DATE OF EXECUTION OF PURCHASE AGREEMENT.
2. CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.
3. IF YOU HAVE SIGNED A PURCHASE AGREEMENT FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.

* A contract or agreement for purchase of a lot which includes a building or obligates the seller to complete construction of a building within two years from the contract date does not constitute the purchase of an unimproved lot. Therefore, if your purchase includes a lot and a building or a building to be built, you are not entitled to the rescission rights described in paragraphs 2 and 3.

GENERAL

This report includes: Lots I through 32

The map of this subdivision: is recorded in Fee No. 2002-6200, records of Mohave County, State of Arizona.

The subdivision is approximately 5 acres in size. It has been divided into 32 building sites. Lot boundaries will be staked.

YOU ARE ADVISED TO OBTAIN A COPY OF THE RECORDED MAP AND CORRECTION DOCUMENTS, IF ANY, AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREIN.

SUBDIVISION LOCATION

Location: Lipan Circle and Lipan Blvd., Ft. Mohave, AZ.

SUBDIVISION CHARACTERISTICS

Topography: Level graded lots

Flooding and Drainage: Subdivider advises this subdivision is not subject to any known flooding and drainage problems.

In a letter by Richard J. Ricker, P.E. of Ludwig Engineering he states in part: "The Zone A designation indicates that no Base Flood Elevation was established for the area. However, a Community Base Flood Elevation has been established and approved by Mohave County. The Zone C designation is noted on the Firm as areas of minimal flooding. The subdivision meets the requirements on FEMA and the Mohave County Flood Plain Ordinance."

Soils: Subdivision is not subject to any known subsidence or expansive soils.

Adjacent Lands and Vicinity: To the North is Residential; to the East is Residential; to the South is Ft. Mohave Indian Land and to the West is Commercial property.

AIRPORTS

Airport: Bullhead Laughlin Airport is approx. 14 miles from the subdivision & Sun Valley Airport is approx. 3 miles north of the subdivision

UTILITIES

Electricity: Mohave Electric, 928 Hancock Rd. 928-763-1100 Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the sales price. In order to receive service purchasers will be required to pay a \$350.00 deposit.

Street Lights: None

Telephone: Frontier Communications, 927 Hancock Road, #3 Bullhead City. 928-763-1100 Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the sales price. In order to receive service purchasers will be required to pay a \$60.00 installation fee.

Natural Gas: Southwest Gas, 1705 Dr., Bullhead City 928-763-7766 Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the sales price. In order to receive service purchasers will be required to pay a turn on fee of \$31.87 and a \$80.00 deposit.

Water: Bermuda Water Company, 4544 Hwy 95, Ft. Mohave, AZ 928-763-6676 Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the sales price. In order to receive service purchasers will be required to pay a \$150.00 meter fee.

Sewage Disposal: Arizona-American Water & Sewage Company 800-383-0834 Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the sales price. In order to receive service purchasers will be required to pay a \$25.00 connection fee.

THE ABOVE COSTS ARE SUBJECT TO CHANGE BY SERVICE PROVIDERS. YOU SHOULD CONTACT THE ABOVE PROVIDERS REGARDING EXTENSION RULES AND REGULATIONS, SERVICE CONNECTIONS AND COSTS INVOLVED.

STREETS, ROADS AND DRAINAGE

Access to the Subdivision: Asphalt paved public streets maintained by Mohave County.

Access within the Subdivision: Asphalt paved public streets maintained by Mohave County.

Flood and Drainage: typical street drainage, flows to west Drainage Channel

COMMON, COMMUNITY AND RECREATIONAL FACILITIES

Within the Subdivision: None

Within the Master Planned Community: Desert Lakes Golf Course and Estates, There are no common areas.

ASSURANCES FOR COMPLETION

Assurances for Completion of Subdivision Facilities: All subdivision improvements are completed.

Assurances for Maintenance of Subdivision Facilities: Mohave County will be responsible for maintenance of the streets. The utility companies will be responsible for maintenance of their facilities.

LOCAL SERVICES AND FACILITIES

Schools: Fort Mohave Grade School is approximately 9 miles, Desert Lakes Jr. High School is approximately 1 miles and Laguna High School is approximately 10 miles from the subdivision.

SCHOOL FACILITIES AND BUS SERVICE MAY CHANGE. YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

Shopping Facilities: Safeway and Smiths Food Store, are approx. 3 miles north from the subdivision at Highway 95 and Aztec Rd.

Public Transportation: Air travel is available by way of Bullhead Laughlin Airport and Sun Valley Airport

Medical Facilities: Western Arizona Regional Medical Center, 2735 Silver Creek Rd., Bullhead City, AZ

Fire Protection: Ft. Mohave Fire Dept.

Ambulance Service: 911 service area

Police Services: Mohave County Sheriff's Department

Garbage Services: Commercial Refuse Service at a cost to purchasers in the amount of \$33.60 per quarter.

LOCATIONS AND COSTS OF THE ABOVE SERVICES AND FACILITIES MAY CHANGE. YOU SHOULD VERIFY THEIR CURRENT LOCATIONS AND COSTS PRIOR TO PURCHASE.

SUBDIVISION USE AND RESTRICTIONS

Use: This offering is for improved lots only.

“Improved lot or parcel” means a lot or parcel of a subdivision upon which lot or parcel there is a residential, commercial or industrial building or concerning a contract has been entered into between a subdivider and a purchaser that obligates the subdivider directly or indirectly through a building contractor, to complete construction of a residential, commercial or industrial building on the lot or parcel within two years from the date on which the contract of sale for the lot is entered into.

Zoning: Single family Residential

Conditions, Reservations and Restrictions:

Restrictions and Other Matters of Record: Conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by you. Copies of those items, which are recorded, may be inspected at the Office of the Mohave County Recorder. Information about zoning may be obtained at the Office of the Mohave County Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat.

TITLE

Title to this subdivision is vested in T & M Ranching & Development, L.L.C., an Arizona limited liability company

Sub divider’s interest in this subdivision is evidenced by Fee Title

Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights of way, liens, and charges of record. **YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY; THESE MATTERS MAY HAVE ON THE USE OF THE LAND.** Title exceptions affecting the condition of title are listed in the Preliminary Title Report dated January 17, 2003 issued by Transnation Title Insurance Company. **You should obtain a title report and determine the effect of the listed exceptions.**

EXCEPTIONS: SEE EXHIBIT " A" ATTACHED

METHOD OF SALE OR LEASE

Sales: YOUR VESTED INTEREST/OWNERSHIP INTEREST IN THE PROPERTY WILL BE EVIDENCED BY THE SUBDIVIDER DELIVERING A RECORDED DEED TO YOU AND BY YOUR SIGNING A PROMISSORY NOTE AND MORTGAGE OR DEED OF TRUST FOR THE UNPAID BALANCE, IF ANY. YOU SHOULD READ THESE DOCUMENTS BEFORE SIGNING THEM.

Release of Liens and Encumbrances: DEVELOPER HAS ADVISED THAT ARRANGEMENTS HAVE BEEN MADE WITH THE LENDER IN THE AFOREMENTIONED DEED OF TRUST FOR THE RELEASE OF INDIVIDUAL LOTS.

Use and Occupancy: Upon close of escrow and recordation of deed.

THE PURCHASE CONTRACT IS A BINDING AGREEMENT. CONTRARY TO THE TERMS AND PROVISIONS OF THE CONTRACT, YOU MAY HAVE ADDITIONAL RIGHTS, REMEDIES AND WARRANTIES PROVIDED BY LAW. READ THOROUGHLY BEFORE SIGNING. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE PRIOR TO COMMITMENT TO PURCHASE.

TAXES AND ASSESSMENTS

Real Property Taxes: The combined primary and secondary property tax rate for this subdivision for the year 2003 is \$140 per \$100.00 assessed valuation.

The estimated property tax for an improved lot (lot with dwelling), based on the above tax rate and average sales price of \$140,000.00, is \$1,724.30.

AMOUNT OF TAXES AND ASSESSMENTS SET FORTH ABOVE ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE.

PROPERTY OWNERS ASSOCIATIONS

Name and Assessments: None

PAYMENTS TO PROPERTY OWNERS ASSOCIATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH RECORDED RESTRICTIONS. SAID ASSOCIATION MAY ALSO IMPOSE SPECIAL ASSESSMENTS.

YOU ARE ADVISED TO READ THE RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES OF INCORPORATION, FOR THIS SUBDIVISION TO DETERMINE THE RIGHTS OF LOT/UNIT OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS' ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO USE OF THEIR LOT/UNITS. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF SUBDIVIDER'S ARRANGEMENTS AND PLANS FOR THE PAYMENT OF ASSESSMENTS ON UNSOLD LOTS/UNITS WILL BE SUFFICIENT TO FULFILL THE NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.

EXHIBIT "A"

1. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvements.

2. RESERVATION, exceptions, covenants and rights reserved or imposed in Deed from Santa Fe Pacific Railroad Company:
Recorded in Book 31 of Deeds
Page 586

3. THE RIGHT OF ENTRY to prospect for, mine and remove minerals below a depth of 500 feet below the surface as implied by reservation of the same instrument:
Recorded in Book 1517 of Official Records
Page 367

4. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

→ Recorded in Book 1641 of Official Records
→ Page 895 and
Book 2520 of Official Records
Page 291

5. VIOLATION of the provisions of the paragraph shown below of restrictions recorded in:

Book 2520 of Official Records
Page 291
Paragraph 1
Page 291

6. RESTRICTIONS that may be imposed on said land by reason of its inclusion within a flood zone A and C, as shown on the recorded plat of said subdivision.

7. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Book 2493 of Official Records
Page 417
Purpose electric lines or distribution system
(affects the South 10 feet of Lots 4, 5 and lots 26 through 32)

8. EASEMENTS as shown on the recorded plat of said subdivision.

9. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount \$70,434.00
Dated August 6, 2002

Recorded	August 16, 2002
Book	4172 of Official Records
Page	598
Trustor	T & M Ranching & Development, L.L.C.
Trustee	The Stockmen's Bank
Beneficiary	The Stockmen's Bank

10. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$400,000.00
Dated	October 17, 2002
Recorded	October 18, 2002
Book	4240 of Official Records
Page	780
Trustor	T & M Ranching & Development, L.L.C.
Trustee	The Stockmen's Bank
Beneficiary	The Stockmen's Bank

NOTE: There are no further matters of record concerning this subdivision up to the date of this report.

Exhibit 2 –

BOS Resolution 98-348 for zoning change

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BAS



INDEXED

MICROFILMED

98060608 BK 3173 PG 388
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ
JOAN MC CALL, MOHAVE COUNTY RECORDER
10/07/1998 02:38P PAGE 1 OF 3
MOHAVE COUNTY BOARD OF SUPERVISORS
RECORDING FEE 0.00

RESOLUTION NO. 98-348

A RESOLUTION SETTING FORTH A REZONE OF PARCEL V-V AND A PORTION OF PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, TO BE KNOWN AND SUBDIVIDED AS DESERT LAKES GOLF COURSE AND ESTATES, UNIT E, TRACT 4163, IN SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST, FROM A-R (AGRICULTURAL-RESIDENTIAL) ZONE TO S-D/R-O (SPECIAL DEVELOPMENT/SINGLE FAMILY RESIDENTIAL/MOBILE HOMES PROHIBITED) ZONE, IN THE SOUTH MOHAVE VALLEY AREA, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on October 5, 1998, a public hearing was conducted to determine whether approval should be granted to Rezone the above-described property as requested by Sterling Varner, representing 1043 Arizona Property, LLC, of Mission Viejo, California, and

WHEREAS, this property is located east of State Highway 95, between Joy Lane and Lipan Boulevard. The site is accessed from State Highway 95 via east on Lipan Boulevard to the site, located on the north side of Lipan Boulevard on the northwest corner of Lipan Boulevard and Lipan Court. The property is vacant and rises to the west. The surrounding land uses consist of vacant land to the south, the Desert Lakes Golf Course and Estates subdivision to the north and east, and several commercial enterprises to the west on the north side of Lipan Boulevard. There are no significant drainage patterns, and

WHEREAS, the applicant requests this zone change to allow for a 32-lot subdivision. The applicant proposes to divide the 4.99-acre parcel into 32 lots ranging from 4,800 square feet to 5,775 square feet and one drainage easement parcel. The Mohave County General Plan designates this area as an Urban Development Area, and

WHEREAS, a review of FEMA FIRM Panel #040058-2445C indicates the parcel described to be in Zone A, in the Special Flood Hazard Area, and

WHEREAS, the following described Findings of Fact are for the above-captioned item:

- a. All notices have been advertised and posted according to regulations.
- b. The proposed action and the effect complies with the Mohave County General Plan.
- c. The site is adequate for the action intended and the use is consistent with the surrounding land uses and terrain.
- d. The neighboring area contains other like land uses similar to the above-proposed action.

RESOLUTION NO. 98-348

Page 2

- e. The site has legal access.
- f. There are no significant environmental features affecting the site, except the noted Special Flood Hazard Area.

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on August 12, 1998, the Commission recommended APPROVAL for a Rezone subject to the following:

1. DESERT LAKES GOLF COURSE AND ESTATES, Unit E, Tract 4163 will be rezoned to S-D/R-O (Special Development/Single Family Residential/Mobile Homes Prohibited). The minimum lot size will be 4,800 square feet.
2. The setbacks for the S-D/R-O zoning will be as follows:
 - Front yard: 20 feet
 - Street side yard: 10 feet
(corner lots)
 - Side yard: 5 feet on each side.
A 0-foot side yard setback is allowed on the garage side when the opposite side yard setback is a minimum of 10 feet which includes a 3-foot access easement.
 - Rear yard: 10 feet. Based upon this setback the developer must be made aware that the rear yard will be very limited on placing any accessory buildings in the rear yard as per Mohave County Zoning Regulations, Sections 27.G and 27.F.8.
3. The Zoning Department requires a Zoning Map showing lot layout with zoning and setbacks.
4. The rezone will be effective upon the recordation of the Final Plat of DESERT LAKES GOLF COURSE AND ESTATES, Unit E, Tract 4163.
5. The lot size minimum will be based on the size of the lots recorded on the Final Plat with no further lot splits.
6. The appropriate zoning, building, environmental, and floodplain permits will be obtained prior to construction.
7. The applicant shall comply with all applicable provisions of the Mohave County Zoning Regulations.

WHEREAS, the notice of hearing was published in The Standard, a newspaper of general circulation in Kingman, Mohave County, Arizona, September 19, 1998, and posted on September 18, 1998, as required by Arizona Revised Statutes and the Mohave County Zoning Regulations.

RESOLUTION NO. 98-348

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NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, October 5, 1998, APPROVED this Rezone as recommended by the Mohave County Planning and Zoning Commission and outlined herein.



MOHAVE COUNTY BOARD OF SUPERVISORS

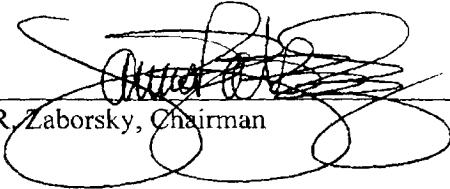

James R. Zaborsky, Chairman

Exhibit 3 –

CC&Rs Book 1641

Exhibit 3

P 3

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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 Robert P. Douglass
 Title: Trust Officer

By Frank Pascentino

STATE OF ARIZONA)
) SS
 COUNTY OF MOHAVE)

On this, the 6th day of December, 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:
 MY COMMISSION EXPIRES MAY 30, 1990.

Judy Diaz
 Notary Public



STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

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
MY COMMISSION EXPIRES MAY 30, 1990.

Judy D...
Notary Public

J2



INDEX MISCELLANEOUS

PROOFED

FEE # 89-67670

RECORDED IN OFFICIAL RECORDS
OF MOHAVE COUNTY, ARIZONA
DEC 18 '89 - 8 00 AM
County Recorder
FEE 11.00 PGS 7/7

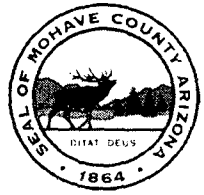


Exhibit 4 –

BOA Minutes

MEETING MINUTES
MOHAVE COUNTY BOARD OF ADJUSTMENT
DISTRICT 5
May 18, 2016

8, 5/14



MEMBERS PRESENT

Kelly Burgess, Chairman Larry Morse, Vice Chairman Michael Bell Joseph Morabito

STAFF PRESENT

Nick Hont
Christine Ballard
Robert Taylor, County Attorney
Scott Holtry
Annette Calvin

GUESTS PRESENT

Mehdi Azarmi

→ Jim Roberts

Call to Order: Chairman Burgess called the meeting to order at 2:00 p.m.

Pledge of Allegiance

Roll Call

Approval of Meeting Minutes

Vice Chairman Morse made the motion to approve the orientation meeting minutes from July 23, 2014; Mr. Bell seconded. Motion carried unanimously.

Executive Session

Chairman Burgess motioned that the Board move into Executive Session with Mr. Taylor at 2:04 p.m. to discuss New Member Orientation instructions, due to the amount of time that had passed since the orientation meeting. Vice Chairman Morse seconded. Motion carried unanimously. Executive Session began at 2:04 p.m.

Chairman Burgess called the meeting to order; meeting resumed at 2:15 p.m.

Chairman Burgess read the description of the item:

Request for a **VARIANCE TO SECTION 25, REGULATIONS FOR SPECIAL DEVELOPMENT ZONE OR "SD" ZONE, AS APPROVED AND AMENDED BY BOARD OF SUPERVISOR RESOLUTION NUMBER 89-116 AND BOARD OF SUPERVISOR RESOLUTION NUMBER 93-122, AND SECTION 35.B, SETBACKS AND AREA REQUIREMENTS OF THE MOHAVE COUNTY ZONING ORDINANCE PER SECTION 41 OF THE MOHAVE COUNTY ZONING ORDINANCE**, to allow for an approximately 18-foot front setback and an approximately 10-foot rear setback for a single-family house on Lot 2, Block H, Desert Lakes Golf Course and Estates, Tract 4076A, in Section 35, Township 19 North, Range 22 West in the Mohave Valley vicinity (north of Lipan Boulevard and west of Mountain View Road), Mohave County Arizona. AKA: Assessor's Tax Parcel Number 226-11-229.

→ Scott Holtry stated that a petition and letters in support were received for the variance application. Mr. Holtry explained that the zoning on the parcel was Special Development/Residential (S-DR) and its current setbacks were 20 feet in front and back, and five feet on the sides. He read the following from the Staff Report:

"The applicant requests this variance to allow a front setback of approximately 18 feet where 20 feet is required, and a rear setback of approximately 10 feet where 20 feet is required, to allow placement of a single-family house. The applicant indicates that residential development has changed since BOS Resolution No. 93-122 was adopted in 1993, and that larger back yards are not as needed as they were back in the 1980's and 1990's. The applicant also indicated that in more recent years the housing market demands larger and deeper garages, as well as smaller backyards that are easy to maintain. The proposed single-family residence backs up to the Desert Lakes Golf Course. The preliminary site drawing shows the main structure extending within 18 feet of the front property line and 15 feet of the rear property line with projections extending to be within 10 feet of the rear property line. The proposed single-family residence currently complies with the all side yard setbacks with a large portion of the property that will be undeveloped toward the south."

Mr. Holtry stated that the applicant had asked for a variance to reduce the front and rear setbacks from 20 feet to approximately 18 feet in the front and 10 feet in the rear.

Mr. Holtry presented Board of Supervisor (BOS) Resolution 93-122 and an amendment, 98-242, for the Desert Lakes Golf Course and Estates subdivision. He stated that the lot size and shape was consistent with other properties, there were no environmental features or terrain that adversely affected the site, and that staff felt there were sufficient undeveloped portions of the property that could be utilized so that the structure would meet setback requirements. He explained that staff could not confirm that the strict application of the regulations would result in an unnecessary hardship and that the granting of the request would be necessary for preservation and enjoyment of substantial existing property rights. Mr. Holtry stated that because the department believed that the request did not comply with Section 41.F of the Mohave County Zoning Ordinance, the department could not recommend approval. He then presented a slide show of the property and immediate area.

→ Mr. Mehdi Azarmi, representative of the property owner Jim Roberts, presented his information as to why a variance should be granted for the property. He stated that he had lived in the area for 26 years and had built over 700 homes during that time. He stated that he believed that staff did not elaborate fully about why everything was changing. He gave a brief history of subdivisions in the Mohave Valley area, and spoke about why the setbacks made sense at that time. He added that Desert Lakes was the only subdivision at that time that featured a golf course and smaller lots; it was zoned Special Development (S-D) because that zoning was more relaxed. Mr. Azarmi stated that, in the 1980's and 90's, homes were designed to be larger with standard 2-car garages. He explained that in 2014, 2015, and 2016, the focus of the housing market was on larger and deeper garages to accommodate larger trucks, boats, and toys.

Mr. Azarmi stated that the Roberts moved here from northern California to build a retirement home. He stated that staff's claim that the lot in question had a lot size and shape that was consistent with other properties in the vicinity was not true. He stated that most of the properties in Desert Lakes were 60 feet by 100 feet; however, because the property before the Board had a curvature, it was not consistent with the other properties. He disagreed with the assessment that there was no adverse effect because the design of the lot on the curve made it different than an average lot.

Mr. Azarmi stated that he wished that staff would have taken the time to understand the design; and that the geometry of the lot affected the way the structure had to be designed; they custom-designed the structures to maximize the use of the lot. He explained that only two feet by 30 feet of the garage was in the setback so the

rest of the house was 34 feet six inches in the back of the lot, and added that these setbacks would be in full compliance, based on the new 15-foot setbacks.

Mr. Azarmi addressed the staff comment in the recommendation that, "strict application of the regulations would result in an unnecessary hardship and that the granting of the application was necessary for the preservation and enjoyment of substantial existing property rights" and added that it was too late, there was already a hardship. He stated that in his opinion, if the Roberts could not move into their house and enjoy what they wanted, then the department was basically taking that right away from these people.

Mr. Azarmi then quoted another comment from the staff recommendation that stated, "that granting of the application will not materially affect the health or safety of persons residing or working in the neighborhood"; he noted that if Mr. Roberts had to park his boat outside in the open space, it would cause a headache for him, because every time that there was a noise in the neighborhood he would have to jump up and see if someone was breaking into his boat or equipment. He added that, in his opinion, every time that there was a problem and the sheriff had to be called, the public welfare would be jeopardized.

Mr. Azarmi referred to Staff Report items, "Substantial conformity to standards previously established in the zone may be secure" and "injury to the neighborhood". He stated that neighbors in the vicinity were in favor of the variance and no views would be blocked.

Mr. Azarmi referenced Section 41.F of the Zoning Ordinance, and stated that when the subdivision was created, one of the main factors was the intent to entice people to build homes on the deeper, existing lots and not create any obstruction. Mr. Azarmi stated that, in his opinion, staff did not take the time to understand the project and he asked the chairman and other members to consider all of these factors.

Mr. Azarmi stated the setbacks would be in full compliance when the new 15-foot setback standards were in effect. He added that until he submitted this application, he was unaware that the zoning was not Single-Family Residential (R-1). Mr. Morabito asked if those two small setback areas were the only problem areas. Mr. Azarmi stated that this was the case. Vice Chairman Morse asked if the setbacks in the development were all the same. Mr. Azarmi stated that there were violations of the setbacks in the whole project.

Mr. Morabito asked if the request was turned down because of the setbacks. Mr. Holtry replied that yes, it did not meet the approved setbacks.

Vice Chairman Morse asked if all of the properties were permitted. Mr. Holtry stated that staff would have to take a look at each individual property but, yes, the properties had permits and the setbacks were made by Resolution when the subdivision was created. Vice Chairman Morse asked if the properties could be rezoned to R-1. Mr. Holtry replied no. Mr. Azarmi stated that his understanding was that all the vacant properties could be put together in one bundle and taken to the Board of Supervisors. Ms. Ballard stated that it could not be done that way, she added that everyone who owned the vacant properties would have to agree to it. Mr. Holtry stated that there would need to be 100% approval from every single property owner, and then it would have to go before the Board of Supervisors as an amendment to the resolution. Mr. Azarmi stated that part of the intent in changing the land use ordinance was to allow residential properties front and rear setbacks of 15 feet.

Ms. Ballard explained that, prior to the adoption of the amendments that occurred in November 2015, there was a feature in the Zoning Ordinance which allowed either an unenclosed patio or part of the main structure to project into the rear yard up to 10 feet from the rear property line, if the property was large enough. She stated that when the Ordinance was revised and adopted in November of 2015, that feature was taken out. When staff realized this action would cause issues with some of the Covenants, Conditions, and Restrictions (CC&Rs) in

South Mohave Valley, they added it back in. She stated that this revision was what Mr. Holtry had tried to explain would become effective on June 2, 2016. Per state statute, there had to be a 30-day waiting period for the effective date of the ordinance to allow the public time to collect petitions for referendum. She stated that there had been no word of a petition for referendum and it was not something that people typically did; in fact, there had only been one petition go through in Ms. Ballard's tenure with Mohave County, and that the department was not anticipating one.

Vice Chairman Morse asked for clarification that this provision of the Zoning Ordinance was removed and then added back in. Ms. Ballard replied yes, because there were some unique circumstances with CC&Rs and the S-D zones, particularly in Mohave Valley, that did not appear elsewhere in the County because of the types of developments that were created in the late 1990's and through the first part of this century, such as Los Lagos and Desert Lakes Golf Course Estates. She added that these issues were not obvious at the time this provision was removed.

Mr. Holtry clarified that for main structures, the setbacks were 20 feet and 20 feet but an awning could be built in the rear and up to a 10-foot setback was allowed. Mr. Azarmi remarked that the plans for the structures would be in compliance, as the setbacks were more than 10 feet. Mr. Holtry stated that as of June 2, 2016, the awning would be allowed. Mr. Azarmi stated that it was his understanding that the purpose of the Board of Adjustment was to look at this information and make the right call. Mr. Morabito stated that he visited the area that morning and he could see no problem to granting the variance because of the way the property curved. Mr. Azarmi stated that the only possible problem would be if the view of the neighbor was blocked; however, this would not occur. Mr. Morabito made the comment that he was glad that the boat would be in the garage because he thought boats parked on the outside looked terrible.

Chairman Burgess asked if anyone would like to speak. Jim Roberts, the property owner, responded that he wanted to speak. He stated that they had no idea that this was going to be a problem. He added that they came down here in March and signed up to build and then came down in mid-April expecting to see something started. He stated they did not anticipate more expenses for rentals etcetera. He noted that they were both retired and on fixed incomes, and that he appreciated their consideration in getting this resolved.

Chairman Burgess asked Mr. Hont if he would like to speak to the Board. Mr. Hont stated that he was the Development Services Director and, speaking on behalf of staff, there would be no objection to the variance.

Chairman Burgess asked for a vote; Mr. Morabito motioned to approve and Mr. Bell seconded. Motion carried unanimously.

Chairman Burgess moved to adjourn; Mr. Morabito motioned to approve and Mr. Bell seconded. Motion carried unanimously.

Meeting adjourned at 3:03 p.m.

Respectfully submitted,
Annette Calvin, Clerk of the Board of Adjustment

Exhibit 5 –
Fairway Estates Marketing Name



Search Results

Legal Name 'Fairway estates', Marketing Name 'Fairway Estates', County 'All', Application Type 'All'

Drag a column header and drop it here to group by that column

Registration Number	Development Name	Marketing Name	Application Type	Date Issued	County (Location)	Developer	Open Complaints	Disciplinary Actions
DM04-047819	FAIRWAY ESTATES PHASE IV TRACT 4097D	FAIRWAY ESTATES	Subdivision (Expedited)	3-5- 2004	Mohave	FAIRWAY CONSTRUCTORS, INC.	0	0
9100963	FAIRWAY ESTATES PHASE II TRACT 4097-B	FAIRWAY ESTATES	Subdivision	12-27- 1991	Mohave	LUDWIG, Glen L.	0	0
9300278	FAIRWAY ESTATES, PHASE II, TRACT 4097-B	FAIRWAY ESTATES	Subdivision	3-22- 1993	Mohave	Fairway Constructors, Inc.	0	0
9300497	FAIRWAY ESTATES PHASE II TRACT 4148B	FAIRWAY ESTATES	Subdivision	6-9- 1993	Mohave	Fairway Constructors, Inc.	0	0
9201120	FAIRWAY ESTATES PHASE I TRACT 4148-A	FAIRWAY ESTATES	Subdivision	11-23- 1992	Mohave	FAIRWAY CONSTRUCTORS INC	0	0
9300277	FAIRWAY ESTATES PHASE I TRACT 4097-A	FAIRWAY ESTATES	Subdivision	3-22- 1993	Mohave	FAIRWAY CONSTRUCTORS INC	0	0
9100110	FAIRWAY ESTATES PHASE I, TRACT 4097-A	FAIRWAY ESTATES	Subdivision	5-21- 1991	Mohave	LUDWIG GLEN L AND PEARLE A	0	0
DM04-048902	FAIRWAY ESTATES TRACT NO. 4097C	FAIRWAY ESTATES	Subdivision	10-7- 2004	Mohave	FAIRWAY CONSTRUCTORS, INC.	0	0

Total: 8

*** If you are looking for a developer involved in a complaint or enforcement action click [here](#).

The Department makes every reasonable effort to ensure that all information contained in our databases is accurate. However, typographical and other errors may be present. The Department of Real Estate cannot guarantee the accuracy of the data provided on this web site and all information obtained shall be used at the sole risk of the user. The Department of Real Estate and the State of Arizona accept no liability and shall be held harmless by the user of the data obtained through this web site for any loss or damage that results from the use of the data.

Exhibit 6

ADRE report for 4076-A



Arizona Department of Real Estate (ADRE)
Investigations and Development Services Division
www.azre.gov
developments@azre.gov / investigations@azre.gov

JANICE K. BREWER
GOVERNOR

JUDY LOWE
COMMISSIONER

PHOENIX OFFICE
2910 N. 44th STREET STE-100
PHOENIX, AZ 85018

SUBDIVISION DISCLOSURE REPORT

(PUBLIC REPORT)

FOR

Desert Lakes Golf Course and Estates Tract 4076-A

aka Desert Lakes Golf Course and Estates

Registration No. DM14-057210

SUBDIVIDER

Glen L. Ludwig and Pearle A. Ludwig,
Trustees of the Ludwig Family Trust dated December 15, 1989
Fairway Constructors, Inc. an Arizona corporation
5890 Highway 95, Suite B
Fort Mohave, Arizona 86426

Effective Date

June 11, 2014

PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land. The application and Subdivision Disclosure Report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department. All the information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

PHOENIX OFFICE:
2910 N. 44th Street
Suite 130
Phoenix, Arizona 85018
(602) 771-7750

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THE ARIZONA DEPARTMENT OF REAL ESTATE

REQUIRES THAT:

1. You BE GIVEN this public report;
2. YOU SIGN A RECEIPT indicating that you received this report;

RECOMMENDS:

1. You DO NOT SIGN ANY AGREEMENT before you have read this report;
2. You see the EXACT PROPERTY you are interested in BEFORE SIGNING any document for lease or purchase.

ARIZONA LAW STATES:

1. THE SALE OR LEASE OF SUBDIVIDED LANDS PRIOR TO ISSUANCE OF THIS REPORT OR FAILURE TO DELIVER THIS REPORT TO YOU SHALL RENDER THE SALE OR LEASE RESCINDABLE BY YOU. ACTION TO RESCIND MUST BE BROUGHT WITHIN 3 YEARS FROM DATE OF EXECUTION OF PURCHASE AGREEMENT.
2. CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.
3. IF YOU HAVE SIGNED A PURCHASE AGREEMENT FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.

*A contract or agreement for purchase of a lot which includes a building or obligates the seller to complete construction of a building within two years from the contract date does not constitute the purchase of an unimproved lot. Therefore, if your purchase includes a lot and a building or a building to be built, you are not entitled to the rescission rights described in paragraphs 2 and 3.

GENERAL

This report includes: Lot 35, Block A, Lots 53 and 67, Block B, Lot 14, Block C, Lots 3, 7, 12, 13, and 42 Block E and Lot 2, Block H, Desert Lakes Golf Course and Estates, Phase I, Tract 4076-A

The map of this subdivision is recorded in Fee Number 89-26061 records of Mohave County, Arizona.

The subdivision is approximately 92.98 acres in size. It has been divided into 241 lots. Lot boundaries will be staked at lot corners and radii.

YOU ARE ADVISED TO OBTAIN A COPY OF THE RECORDED MAP AND CORRECTION DOCUMENTS, IF ANY, AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREIN.

SUBDIVISION LOCATION

Location: Approximately 3 miles south of Bullhead City to Joy Lane and 1 mile east to Mountain View Road and Desert Lakes Drive, Fairway Estates, Mohave County, Arizona.

UTILITIES

Electricity: Mohave Electric Cooperative (MEC), Ph. 928-763-4115, www.mohaveelectric.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. Monthly service charge is \$16.50 plus tax. Purchaser will be required to pay an establishment fee of a \$400.00 refundable deposit or provide a letter of credit and \$40.00 service fee.

Telephone: Frontier Communications, Ph. 928-763-1122, www.frontier.com

Facilities are complete to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The basic monthly service charge is approximately \$17 plus tax. Purchaser will be required to pay a \$20.00 establishment fee.

Cable: Suddenlink, (928) 758-4844, www.suddenlink.com

A purchaser will be required to pay a service fee of \$65.00 per month for basic cable with a DVR and \$56.00 per month for basic cable without a DVR. Purchaser may be required to pay a \$10.00 deposit depending upon credit score.

Suddenlink offers a package for basic cable and internet for \$100.00 per month with a DVR and \$91.00 without a DVR.

Internet or Fiber Optic:

Suddenlink, (928) 758-4844, www.suddenlink.com

A purchase will be required to pay a monthly service fee of \$35.00 for standard internet. Purchaser may be required to pay a \$10.00 deposit depending upon credit score.

Suddenlink offers a package for basic cable and internet for \$100.00 per month with a DVR and \$91.00 without a DVR.

Frontier Communications (800) 921-8101; www.Frontier.com;

Frontier Communications' rate for basic internet is \$44.99 plus tax per month with a \$4.50 plus tax fee for the modem. The rate for basic DSL is \$24.99 plus tax per month. Frontier Communications has bundling packages available. A purchaser can expect to pay \$1.50 per linear foot for installation of a service line from the street to the residence.

Natural Gas: Southwest Gas Company, Ph. 877-860-6020, www.swg.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The minimum monthly service charge is \$10.70 plus tax. Purchaser will be required to pay an establishment fee of \$80.00 or a letter of credit and \$35.00 service fee

Water: Bermuda Water Company, Ph. 866-277-5515, www.utilitiesinc-usa.com or www.uiwater.com

The basic minimum monthly usage charge is approximately \$13.00 plus tax. Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. Purchasers will be required to pay a \$55.00 establishment fee or letter of credit and a \$35.00 service fee.

Sewage Disposal: EPCOR Water Services Ph. 623-815-3100, www.epcor.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The basic monthly service charge is \$56.55 per month. Purchaser will be required to pay an establishment fee of \$20.00.

Garbage Services: Provided by Allied Waste, (928) 758-0000, www.republicservices.com that presently has a \$40.77 per quarter service charge.

Subdivider/Master Developer has completed the extension of the utilities to the lot line.

PURCHASERS ARE ADVISED TO CONTACT THE ABOVE LISTED PROVIDERS REGARDING EXTENSION RULES, REGULATIONS, SERVICE CONNECTIONS, INSTALLATION CHARGES, ACCOUNT SET-UP FEES AND THE COSTS INVOLVED. COSTS ARE SUBJECT TO CHANGE BY THE SERVICE PROVIDERS.

STREETS, ROADS AND DRAINAGE

Access to the Subdivision: Asphalt paved public streets are complete. Maintenance provided by Mohave County. Purchasers cost is included in real property taxes.

Access within the Subdivision: Asphalt paved public streets are complete. Maintenance provided by Mohave County. Purchasers cost is included in real property taxes.

Street Lights: Not Applicable.

Flood and Drainage: No drainage facilities to be installed. Streets are designed to carry stormwater. Maintenance provided by Mohave County. Purchasers cost is included in real property taxes.

Arizona State Trust Land: The Arizona State Land Department administers over 9.3 million acres of State Trust Land. This is not public land. Trust land may be subject to future development and may not be preserved or saved for open space without compensation.

A person must have prior approval to use State Trust Land. Temporary recreational use is allowed with certain restrictions and conditions through purchase of a recreational permit. Use of State Trust Land without proper approval is a trespass.

MANY ROADS ON RURAL TRUST LANDS ARE NOT LEGAL TRAVEL ROUTES, EXCEPT FOR STATE LESSEES AND HUNTERS, AND DO NOT PROVIDE LEGAL ACCESS TO PRIVATE LAND. STATE TRUST LAND MAY BE SOLD OR LEASED FOR USES WHICH MAY EXCLUDE RECREATION. RECREATION IS A TEMPORARY USE THAT MAY BE TERMINATED AT ANY TIME.

For additional information, visit the State Land Department web page at www.land.state.az.us, or call (602) 542-4631.

LOCAL SERVICES AND FACILITIES

Schools: Fort Mojave Elementary School, (K-5), 1760 Joy Lane, Fort Mohave, Arizona is approximately a quarter mile from the project; Mohave Valley Junior High School, (6-8) 6565 Girard Avenue, Mohave Valley, Arizona is approximately five miles from the project; River Valley High School, 2250 E. Laguna Road, Mohave Valley, Arizona is approximately ten miles from the project.

SCHOOL BUS TRANSPORTATION WILL ONLY BE PROVIDED TO STUDENTS RESIDING OUTSIDE THE SCHOOLS DESIGNATED WALKING DISTANCE. PURCHASERS SHOULD CONTACT THE SCHOOLS TO DETERMINE THE AVAILABILITY OF SCHOOL BUS TRANSPORTATION.

PURCHASERS ARE ADVISED THAT SCHOOL BOUNDARIES AND SCHOOL BUS TRANSPORTATION MAY CHANGE. YOU SHOULD CONTACT THE MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT NO. 16 AT (928) 768-2507 AND COLORADO RIVER UNION HIGH SCHOOL DISTRICT NO. 2 AT (928) 768-1665 REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

Shopping Facilities: Grocery stores, drug store, dollar store and fast food restaurants are located approximately three miles from the project at the intersection of Highway 95 and Aztec Road.

Public Transportation: Public transportation is not available to this subdivision.

Medical Facilities: Valley View Medical Center is located within approximately two miles and Western Arizona Medical Center approximately fourteen miles from the subdivision.

Fire Protection: Fort Mohave Mesa Fire Department. Purchasers cost is included in real property taxes.

Ambulance Service: Ambulance service is available by dialing 911.

Police Services: Mohave County Sheriff's Department

LOCATIONS AND COSTS OF THE ABOVE SERVICES AND FACILITIES MAY CHANGE. YOU SHOULD VERIFY THEIR CURRENT LOCATIONS AND COSTS PRIOR TO PURCHASE.

ASSURANCES FOR MAINTENANCE OF IMPROVMENTS

Assurances for Maintenance of Subdivision Facilities: The subdivision has no common elements. The golf course is owned by the Fort Mojave Indian Tribe. Utility companies and Mohave County to maintain their respective facilities.

SUBDIVISION CHARACTERISTICS

Topography: Gently sloping to southwest

Flooding and Drainage: Subdivider advises this subdivision is not subject to any known flooding or drainage problems.

Glen L. Ludwig, P.E. of Ludwig Engineering Associates, Inc. in his letter dated April 15, 2014 states that:

Desert Lakes Estates and Golf Course is a recorded subdivision with tract numbers 4076-A thru 4076-H that consists of 575 home sites. The Final Plat of Tract 4076-A was recorded in 1988.

These home sites were constructed on graded and compacted pads. Drainage consideration included finished grading of the pads that slope away to the streets and golf course.

Desert Lakes Estates and Golf Course, including the subject tract had been designated as a flood channel with consideration of the home sites draining to the streets.

Soils: Subdivider advises this subdivision is not subject to expansive or subsidence soils. Soil consists of sand and gravel with mixture of silt with occasional cobbles.

Glen L. Ludwig, P.E. of Ludwig Engineering Associates, Inc. in his letter dated April 15, 2014 states that:

The soils of the site are granular and decomposed granite materials. Expansion or shrinkage of the soils when moistened is not considered to be a problem on these sites.

Adjacent Lands and Vicinity: The zoning surrounding the properties is predominantly R-O (Single-Family Residential/Manufactured Homes Prohibited) and R-1 (Single-Family Residential), with A-R (Agricultural-Residential) and R-E (Residential-Recreation) for most larger parcels over one acre in size. Golf course parcels in the Desert Lakes Golf Course are zoned S-D/C (Special Development/Commercial). Properties along State Highway 95 have mostly commercial zonings including C-2 (General Commercial), C-2H (General Commercial Highway Frontage) and C-MO (Commercial Manufacturing/Open Lot Storage). A block of properties on the north side of Lipan Boulevard between the Desert Lakes Golf Course and Estates and State Highway 95 are zoned M (General Manufacturing).

The Fort Mojave Indian Reservation lands are located within 5 miles of the project. On the Reservation land uses include agricultural, commercial, industrial and residential.

THIS SUBDIVISION IS LOCATED WITHIN FIVE MILES OF AN AMERICAN INDIAN RESERVATION. ACTIVITIES ON THE RESERVATION INCLUDE OR MAY INCLUDE OPEN RANGE, AGRICULTURAL OPERATIONS, AIRCRAFT OPERATIONS, INDUSTRIAL OPERATIONS AND DAIRY FARMS. A RESERVATION HAS ITS OWN LAWS GOVERNING THE LAND WITHIN ITS BOUNDARIES. THESE MAY INCLUDE TRESPASSING, DUMPING, ARCHAEOLOGY, HUNTING, FISHING, ETC. IN ADDITION, CERTAIN AREAS OF THE RESERVATION MAY BE NONPUBLIC-CLOSED AREAS WHICH REQUIRE SPECIAL PERMISSION TO ENTER. THOROUGHFARES AND ROADS ON THE RESERVATION MAY NOT BE AVAILABLE FOR PUBLIC USE.

Natural Gas: A high pressure gas line is located on and/or along Mountain View Road, along the eastern boundary of the subdivision.

High Voltage Lines: There are no high voltage power lines nor substations existing or proposed within the boundary of the subdivision or within a half mile of the subdivision boundary.

SUBDIVISION USE AND RESTRICTIONS

Use: This offering is for Improved lots with dwellings
Zoning: Single Family Residential

Conditions, Reservations and Restrictions: Recorded Declaration Covenants, Conditions, and Restrictions.

Restrictions and Other Matters of Record: Conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by you. Copies of those items which are recorded may be inspected at the Office of the Mohave County Recorder. Information about zoning may be obtained at the Office of the Mohave County Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat.

AIRPORTS

Airport: Laughlin Bullhead Airport is located approximately 16 miles north of the subdivision. Sun Valley Airport, private airport located approximately 1 mile to the east.

SUBDIVISION IS LOCATED WITHIN TERRITORY IN THE VICINITY OF LAUGHLIN BULLHEAD AIRPORT. FLIGHTS MAY PRODUCE AIRCRAFT NOISE AS A RESULT OF FLIGHT OPERATIONS.

TITLE

Title to this subdivision is vested in Glen L. Ludwig and Pearle A. Ludwig, Trustees of the Ludwig Family trust dated December 15, 1989 as to Lot 35, Block A; Lot 53 Block B; Lot 14, Block C; Lots 7, 12, 13, and 42 Block E; and Lot 2, Block H; and Fairway Constructors as to Lot 67, Block B, and Lot 3 Block E. All lots are located within Tract 4076-A.

Subdivider's interest in Fee owner

Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights of way, liens, and charges of record. **YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND.** Title exceptions affecting the condition of title are listed in the Preliminary Title Report dated May 18, 2014 issued by Chicago Title Insurance Company. **You should obtain a title report and determine the effect of the listed exceptions.**

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

METHOD OF SALE OR LEASE

Sales: Sales will be processed by an Arizona licensed escrow and title company engaged in business in Mohave County, Arizona. Title to the property will be conveyed to Buyer at the close of escrow. Escrow will not close before a certificate of occupancy issues.

Upon execution of the purchase contract, Buyer will be required to deposit earnest money into escrow. This earnest money deposit is non-refundable and will be immediately released from escrow and paid to Seller. These sums represent costs to be incurred to draw plans and specifications and are included in the sales price. The balance of the purchase price must be paid into escrow on or before the closing date.

YOU ARE ADVISED THAT EARNEST MONEY DEPOSITS, DOWN PAYMENTS AND OTHER ADVANCED MONEY WILL NOT BE PLACED IN A NEUTRAL ESCROW. SUCH MONEY WILL BE PAID DIRECTLY TO THE SELLER AND MAY BE USED BY THE SELLER. THIS MEANS THE PURCHASER ASSUMES A RISK OF LOSING SUCH MONEY IF THE SELLER IS UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THE PURCHASE CONTRACT.

Use and Occupancy: Purchaser's will be able to occupy their lots upon close of escrow and recordation of the deed.

Leasehold Offering: Will any of the property be leased? Yes No

THE PURCHASE CONTRACT IS A BINDING AGREEMENT. CONTRARY TO THE TERMS AND PROVISIONS OF THE CONTRACT, YOU MAY HAVE ADDITIONAL RIGHTS, REMEDIES AND WARRANTIES PROVIDED BY LAW. READ THOROUGHLY BEFORE SIGNING. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE PRIOR TO COMMITMENT TO PURCHASE.

TAXES AND ASSESSMENTS

Real Property Taxes: The combined primary and secondary property tax rate for this subdivision for the year 2013 is \$13.40 per \$100.00 assessed valuation. The estimated property tax for an improved lot (lot with dwelling), based on the above tax rate and average sales price of \$165,000.00, is \$1,769.00.

AMOUNT OF TAXES AND ASSESSMENTS SET FORTH ABOVE ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE.

Schedule B

1. Unpatented mining claims; water rights, claims or title to water; reservations or exceptions in patents or in acts authorizing the issuance thereof, including but not limited to those shown in the Patent to said land, whether or not of public record.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2014.
3. Taxes and assessment collectible by the County Treasurer for the Tax year 2013.
4. The liabilities and obligations against said land by reason of its inclusion within the boundaries of the following districts.: MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT; COLORADO RIVER UNION HIGH SCHOOL DISTRICT; FORT MOJAVE MESA FIRE COMPANY DISTRICT and MOHAVE VALLEY IRRIGATION and DRAINAGE DISTRICT.
5. Easements, set-backs, reservations and restrictions, as shown on the recorded plat of said subdivision.
6. All matters set forth in Covenants, Conditions and Restrictions in the Declaration of Restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income, or national origin, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as contained in instrument recorded in Book 1554 of Official Records, page 197.
7. The reservation of all oil, gas, coal and other minerals in said land, together with the right to extract the same, but only from a depth of 500 feet below the surface thereof, as set forth in Deeds recorded in Book 96 of Deeds, page 73, and in Book 1517 of Official Records, page 367.
8. The effect, if any, of said land lying within a Flood Prone Area.

NOTE: No further matters affecting the subject property appears of record in the indices of Mohave County through the date of this report

Exhibit 7 –

Russells Ironworx fence permit

Mohave Co nty Permit Application Worksheet

Exhibit Item 3b

Project # PAU-03746



Residential

Doc #

614.05 called 714

Survey verified

Route:

Permit #

05-01547B

Base Information

1. Type of Permit: Single Family Mobile Home Change of Use Septic Only Power Pole Only Travel Trailer

Type of Improvement: Blk wall

2. Applicant's Name: Russells Ironworks

Mailing Address: 4081 Arcadia Lane

City: Ft. Mohave State: AZ Zip: 86426

2A. Contact Name: Larry Russell Phone: (928) 7103-6112

3. Property Owner's Name: T & N Properties

Mailing Address: 1803 Lipan Cir.

City: Ft. Mohave State: AZ Zip: 86426

4. Permit Site Location Address: 1803 Lipan Cir.
House No. Street Dir. Street Name

5. Legal Description:

- Assessor Parcel Number: 226 - 23 - 009A Parent Parcel Yes

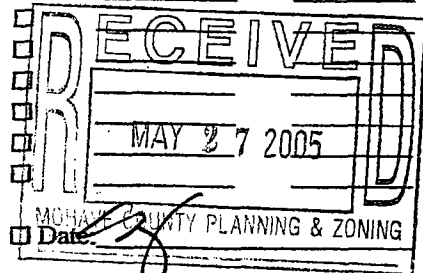
- Subdivision Name: Desert Lakes

- Unit/Tract/Lot/Block: E 14163 1849 1 B

- Township/Range/Section: 19N 1 22W 13S

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

Done Initials Date



Deposit Amount \$

Mapped 3
 Check # - Cash 5/31/05

Public Works, Flood Control Division

7. Is there an existing structure? Yes No Flood \$ 50.00

7A. Previous PFD#: _____ Previous FUP#: FUP05-0535

Environmental Health Division

8. Is there an existing system? Yes No

8A. Is this a regular septic? Yes No, Alternative system? Yes No

9. Soil Percolation Rate: _____ Please attach Percolation Test/Soil Log Report

10. Septic Tank Size: _____ Manufacturer: _____

10A. Septic Contractor: _____ License #: _____

Or Owner/Builder: Yes No

11. Number of bedrooms or potential bedrooms: _____

11A. BHC Municipal LHC Municipal KGMN Municipal

Planning & Zoning Division

12. Zoning: SDR 1290 @ \$200

13. Mobile Home Information:

Make: _____ Size: _____ # Beds: _____ Year: _____

State #: _____

Mobile Home Installer Name: EXT

License #: _____ Address: _____

Phone: _____

MOHAVE COUNTY
APPROVED

JUN 08 2005

14. Construction Drawings: (Residential - 2 Complete Sets)

15. Architect/Engineer: _____

16. Water Source: Well Other

17. Sanitation: Sewer Septic (Septic Permit # 5074)

18. Contractor Information (Names & License #'s)

- General Contractor: Russells Ironworks License #: 1169056

- Electrical Contractor: _____ License #: _____

- Plumbing Contractor: _____ License #: _____

- Mechanical Contractor: _____ License #: _____

19. Bond Exemption: _____

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

Less Deposit \$ < _____ >

Balance Due \$

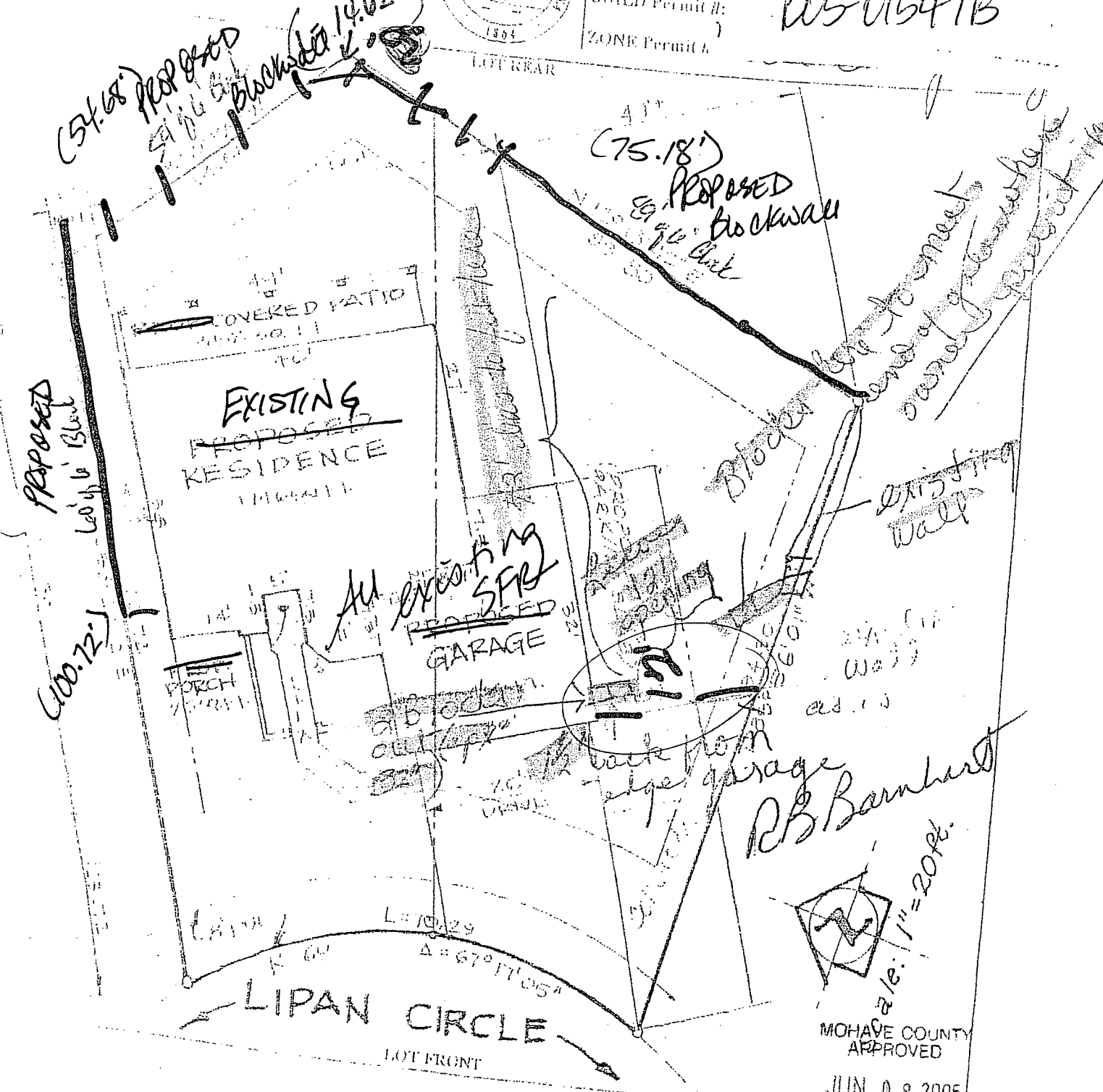
Exhibit 8 –

Fence Drawing and Survey Results

Family Permit System
 ALL DIMENSIONS & SETBACKS
 PERMITTED ENCUMBRANCES



Project # 04/15/05
 PFD # POL-03746
 GUP Permit #
 BUILD Permit # BOS 01547B
 ZONE Permit #



Street Address: 1803 LIPAN CIRCLE
 Subdivision: DESERT LAKES GOLF COURSE & ESTATES
 Unit #: Tract: 4163 Block: "B" Lot: B&9
 Assessor's Parcel Number: 226 23 - 009A

Property Owner of Installer

East face corner of block wall is 0.12' East of East Boundary line

West face corner of Block Wall is 0.3' South & 1.45' West of South Boundary line.

My Wall

My walls

Neighbors Wall

North face corner of 1807 Block Wall is 0.66' South of South Boundary line

BOUNDARY NOTES:

1 NORTH FACE CORNER OF BLOCK WALL IS 0.66' SOUTH OF SOUTH BOUNDARY LINE.

APND 226-13-2008
NSP 12.39 (PT.1&2)
54.60 (PT.1&2)

NSP 12.39 (PT.1&2)
54.60 (PT.1&2)

APND 226-23-009A
± 10,581 SQUARE FEET
OR 0.24 ACRES

APND 226-23-009A
± 10,581 SQUARE FEET
OR 0.24 ACRES

NSP 36.01 (PT.1)
NSP 53.37 (PT.2)

APND 226-23-007

R=60.00 (PT.1&2)
D=67.00 (PT.1)
L=70.20 (PT.1)

R=173.00 (PT.1&2)
D=444.46 (PT.1&2)
L=136.67 (PT.1&2)

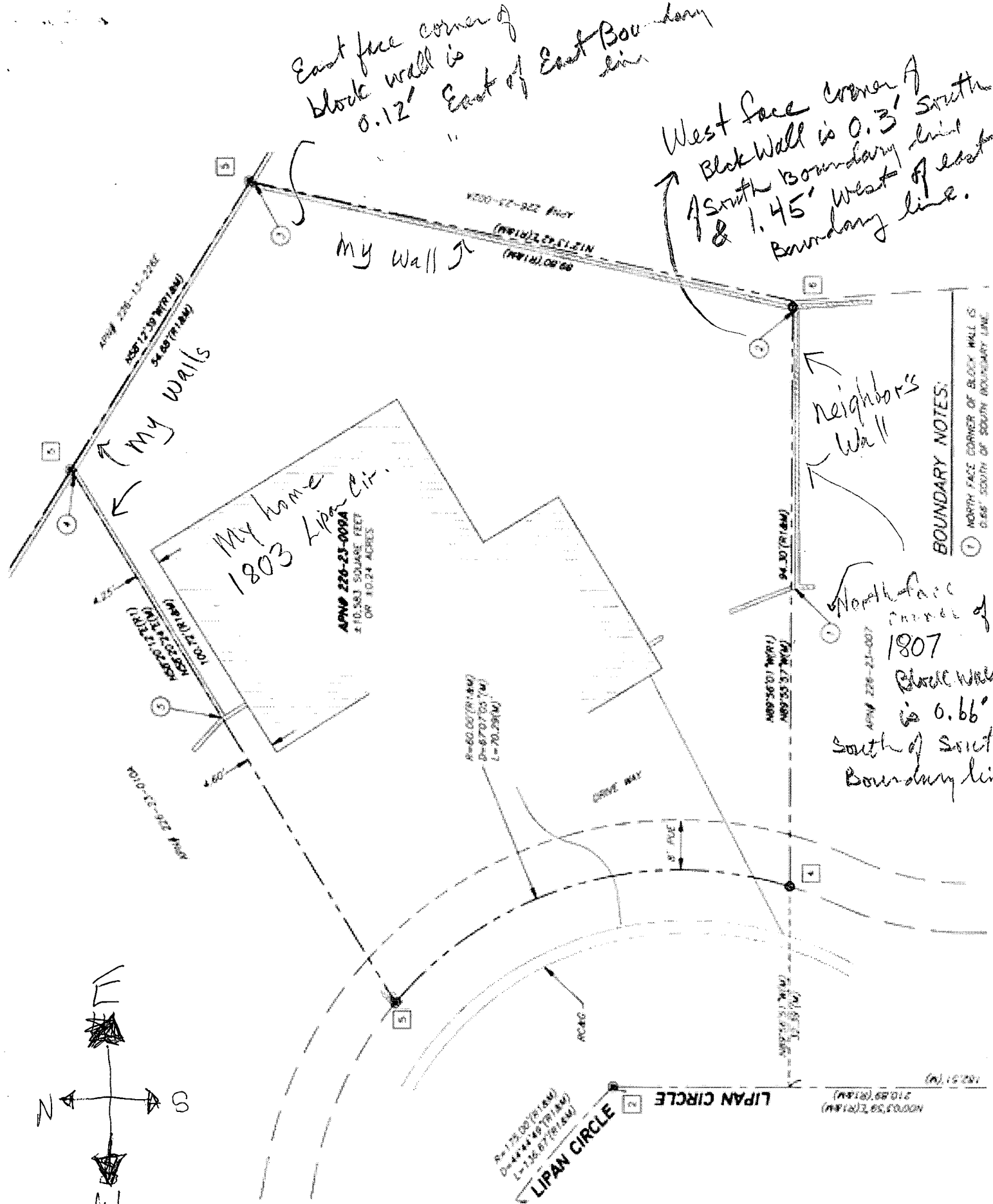
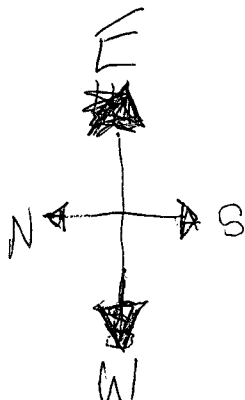



Exhibit 9 –

Christine Ballard's email July 12, 2016

nancyknight

From: "Christine Ballard" <Christine.Ballard@mohavecounty.us>
Date: Tuesday, July 12, 2016 5:35 PM
To: <nancyknight@frontier.com>
Cc: "Nick Hont" <Nick.Hont@mohavecounty.us>; "Scott Holtry" <Scott.Holtry@mohavecounty.us>
Subject: Desert Lakes Golf Course and Estates Setbacks

Development Services received your e-mail concerning the possible change in setback for lots in Desert Lakes Golf Course and Estates. Thank you very much for taking the time to present your sentiments concerning the potential change. Your e-mail will be included in any proposed change placed before the Planning and Zoning Commission or Board of Supervisors.

We have discuss the potential change in the zoning setbacks with regard to the CC&Rs with our legal counsel. The CC&Rs are a private agreement or contract between private parties; Mohave County is not one of those parties. The County is not bound by the document nor can we enforce it. It will be the responsibility of each individual land owner to develop such that they comply with both the County Zoning Ordinance and the CC&Rs. 

Should the change in setbacks be scheduled before the Commission, each property owner will be sent a notice inviting them to submit comments to the Commission and Board, or to give testimony before those bodies. You are invited to re-state you concerns at that time.

Thank you for your interest.

Exhibit 10

Home permit for 1803 Lipan Circle

NOTE: A Discount Home Repair Inc.

Mohave County

Lic. Granted 12/18/2003

Expired 12/31-2009

Permit Application Worksheet

Project # P04-03746



Residential

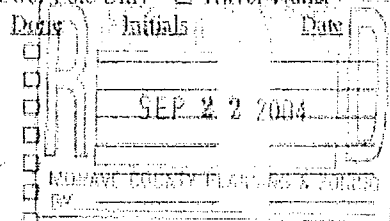
Route: 1

Doe #

Permit # B04-02539B

Base Information

1. Type of Permit: [X] Single Family [] Mobile Home [] Change of Use [] Septic Only [] Power Pole Only [] Travel Trailer
Type of Improvement: NEW HOME
Applicant's Name: AAA Discount Home
Mailing Address: PO Box 28392
City: Bullhead State: AZ Zip: 86403
2A. Contact Name: JAMES Phone: 928 236 1920
3. Property Owner's Name: TR M. Mohave Property LLC
Mailing Address:
City: State: Zip:
4. Permit Site Location Address: 1803 Swan Circle
House No. Street Dir. Street Name
5. Legal Description:
- Assessor Parcel Number: 223993-008 Parent Parcel [X] Yes
- Subdivision Name: Desert Lake Golf Course 1st Phase
- Unit/Tract/Lot/Block: 14631889-4B
6. Plot Plan Drawing (see instructions on plot plan form)



Public Works, Flood Control Division

7. Is there an existing structure? [] Yes [X] No
7A. Previous PFD#: Previous FUP#:
Flood \$:
Check # - Cash:

Environmental Health Division

8. Is there an existing system? [] Yes [X] No
8A. Is this a regular septic? [] Yes [X] No, Alternative system? [] Yes [X] No
9. Soil Percolation Rate: Please attach Percolation Test/Soil Log Report
10. Septic Tank Size: Manufacturer: License #:
10A. Septic Contractor: Or Owner/Builder: [] Yes [X] No
11. Number of bedrooms or potential bedrooms:
11A. [] BHC Municipal [X] LHC Municipal [] KGMN Municipal

Planning & Zoning Division

12. Zoning: R-2 Lot used: 3105
13. Mobile Home Information:
Make: Size: # Beds: Year:
State #: Hud #:
Mobile Home Installer Name:
License #: Address:
Phone:
Zoning \$:
Bldg \$:
P/C \$:
Other \$:

14. Construction Drawings: (Residential - 2 Complete Sets)
15. Architect/Engineer:
16. Water Sources: [] Well [X] Other
17. Sanitation: [] Sewer [X] Septic (Septic Permit #:)
Total \$:

18. Contractor Information (Names & License #s):
- General Contractor: AAA Discount Home License #:
- Electrical Contractor: License #:
- Plumbing Contractor: License #:
- Mechanical Contractor: License #:
Less Deposit \$:
Balance Due \$:

19. Bond Exemption:
20. GRADING PERMIT: Material amount (cubic yards)?

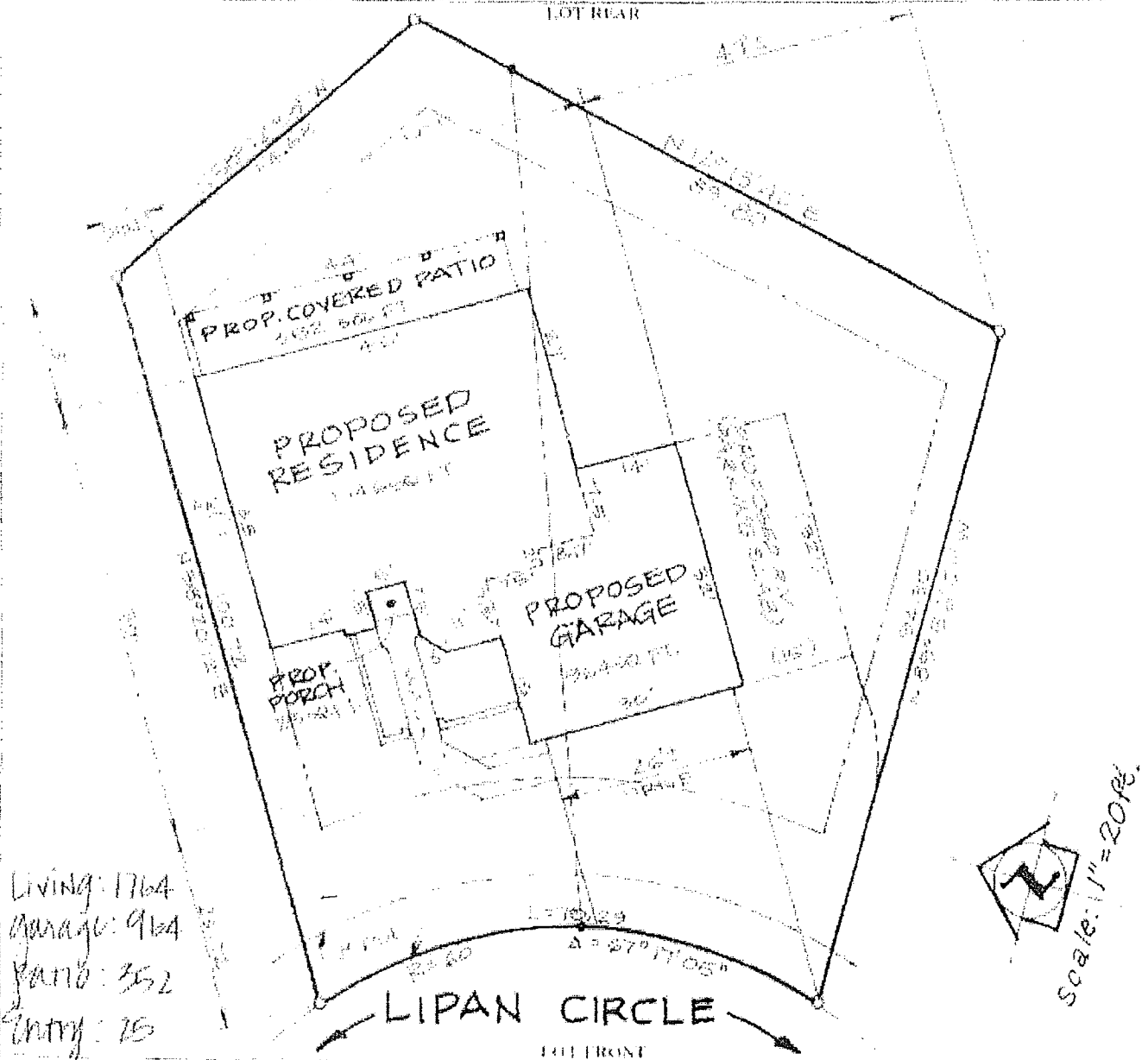
PLOT PLAN

Mohave County Permits System

INDICATE NORTH - USE A STRAIGHT EDGE
 INDICATE ALL LOT DIMENSIONS & SETBACKS
 INDICATE ALL EASEMENTS



Project #: P04-03746
 PED #: _____
 PIP Permit #: _____
 BUILD Permit #: B04-02539B
 ZONE Permit #: _____



Living: 1764
 Garage: 964
 Patio: 352
 Entry: 75

3105 R

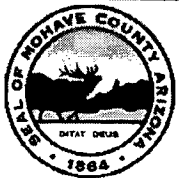
Street Address: 1803 LIPAN CIRCLE
 Subdivision: DESERT LAKES GOLF COURSE & ESTATES
 Unit #: _____ Tract: 4163 Block: "B" Lot: 889
 Assessor's Parcel Number: 223-93-008

Signature of Property Owner or Installer

Exhibit 11 –

Home Permit for Club House Drive

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

Mohave County Permit Application Worksheet Residential	Date <u>3-22-16</u> Project # _____ Permit # <u>2016-00507</u>	
---	--	---

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

1.	Type of Improvement: <u>NEW CONSTRUCTION</u>	
2.	Applicant's name: <u>FAIRWAY CONSTRUCTORS INC</u>	
	Mailing address: <u>5890 S HIGHWAY 95, SUITE A</u>	
	City: <u>FORT MOHAVE</u> State: <u>AZ</u> Zip: <u>86426</u>	
2A.	Contact Name: <u>MELDI AZARMI</u> PHONE: <u>928-303-4443</u>	
	Fax Number: <u>928-768-7086</u> Email: <u>Mehdi@fairwayconstructors.com</u>	
3.	Property Owners Name: <u>LUDWIG FAMILY TRUST</u>	
	Mailing Address: <u>5890 S HIGHWAY 95, SUITE A</u>	
	City: <u>FORT MOHAVE</u> State: <u>AZ</u> Zip: <u>86426</u>	
	Fax Number: <u>928-768-7086</u> Email: <u>Tracy@fairwayconstructors.com</u>	
4.	SITE LOCATION ADDRESS: <u>5732 S CLUBHOUSE DRIVE</u>	
	House No	Street Dir
5.	Legal Description:	
	Assessor Parcel Number: <u>226-11-229</u> Parent Parcel: <input type="checkbox"/> Yes	
	Subdivision Name: <u>DESERT LAKES GOLF COURSE</u> Corner Lot: <input type="checkbox"/> Yes	
	Unit/Tract/Block/Lot: <u>- 4076A - H - 2</u>	
	Township/Range/Section: <u>19N - 22W - 36</u>	
6.	Plot Plan Drawing (see instructions on plot plan form) Cont _____ Acres _____	

REVIEWED FOR
CODE COMPLIANCE

APR 08 2016

MOHAVE COUNTY

Public Works, Flood Control Division

7. Is there an existing structure? YES NO

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

FLOOD \$ _____

Environmental Health Division

8. Is this an existing system? YES NO

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

9. Septic Tank Size: _____ Manufacturer: _____

10. Septic Contractor: _____ License #: _____

Or Owner / Builder: YES NO

11. Water Source: _____

Number of bedrooms: _____

Number of fixture units: _____

Planning & Zoning Division

12. Zoning: SD/RO

13. Mobile Home Information:

Make: _____ Size: _____ of beds _____ Year: _____

State #: _____ HUD #: _____

Mobile Home Installer Name: _____

License #: _____ Address: _____

Phone: _____

14. Water Source: BERMUDA

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

16. Contractor Information (Names & License #'s)

- General Contractor: FAIRWAY CONSTRUCTORS License #: ROC090937

- Electrical Contractor: HTW ELECTRIC License #: ROC149809

- Plumbing Contractor: ACTION ONE PLUMBING License #: ROC165642

- Mechanical Contractor: EVER VALLEY License #: ROC200411

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

18. Bond Exemption: 08021772

ZONING \$ _____

BLDG \$ _____

P/C \$ _____

AUTOMATION FEE \$ _____

OTHER \$ _____

SUB-TOTAL \$ _____

Deposit

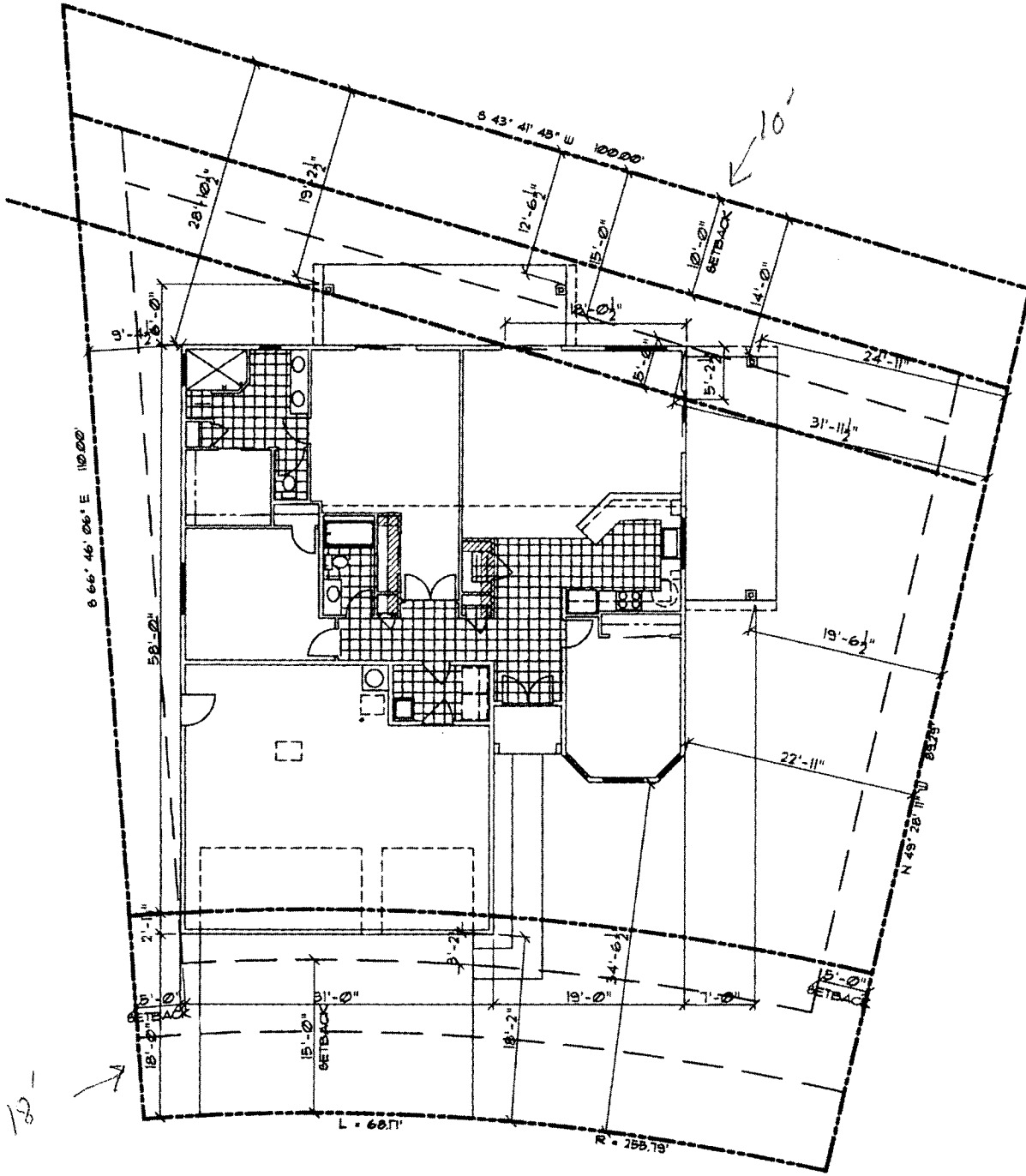
~~total~~ \$ 540.00

BAL DUE \$ _____

M/S
SW
Notes: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

revised

David



5732 CLUB HOUSE DRIVE



RECEIVED
MAY 19 2016

Desert Lakes Golf Course
226.11.209 4076A B&H LOT 2

Exhibit 12 –

Communications requesting remedy before
construction was completed.

Nancy Knight

From: "Nancy Knight" <nancyknight@frontier.com>
Date: Tuesday, September 27, 2016 5:45 AM
To: <mehdi@fairwayconstructors.com>
Subject: Violation of Desert Lakes CC&R Setback

Dear Mr. Azarmi,

The home being built by Fairway Constructors at 5732 Club House Drive is in violation of the CC&R 20 ft front yard setback.

This is a courtesy email to give the Ludwig Family Trust an opportunity to remedy the setback violation before the home is completed and to avoid a legal action to enforce our CC&Rs.

I see from minutes of a meeting where you spoke before the Board of Adjustment when asking for a variance that there is another interested party that you may also want to inform. These potential buyers should be given timely notice that the garage cannot be as deep as they would like since the variance they expected does not take precedence over the CC&Rs. As you are aware, the builder is required to abide by county ordinances, permits, variances, and also to the Desert Lakes Golf Course and Estates CC&Rs.

It is unfortunate that property owners were not made aware of the consequences of violating our CC&Rs when the packet for BOS Resolution 93-122 was mailed to them. These property owners have been given the false impression that they can enjoy a larger footprint for their building plans without any risk of litigation. The diminished value Waiver appears to have been intended to protect the county but not the property owner who could face the same situation the Ludwig Family Trust now finds itself in.

The good news is that the exposure of this packet has awakened Desert Lakes property owners to the knowledge that we do have legal recourse to assure protection of the integrity of our well designed development.

Looking forward to the Ludwig Family's understanding and speedy remedy to the unfortunate situation.

Sincerely,
Nancy Knight
1803 E. Lipan Circle

LUDWIG GLEN & PEARLE TRS
109 E THIRD ST
SAN BERNARDINO, CA 92410

September 30, 2016

Dear Mr. Ludwig,

The following email was sent to Mehdi Azarmi on September 27 regarding a violation of Desert Lakes Golf Course and Estates CC&Rs. I did not get a message that he read the email and therefore this is a courtesy letter advising you of the violation.

Dear Mr. Azarmi,

The home being built by Fairway Constructors at 5732 Club House Drive is in violation of the CC&R 20 ft front yard setback.

This is a courtesy email to give the Ludwig Family Trust an opportunity to remedy the setback violation before the home is completed and to avoid a legal action to enforce our CC&Rs.

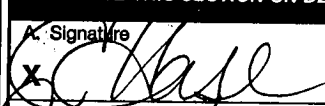
I see from minutes of a meeting where you spoke before the Board of Adjustment when asking for a variance that there is another interested party that you may also want to inform. These potential buyers should be given timely notice that the garage cannot be as deep as they would like since the variance they expected does not take precedence over the CC&Rs. As you are aware, the builder is required to abide by county ordinances, permits, variances, and also to the Desert Lakes Golf Course and Estates CC&Rs.

It is unfortunate that property owners were not made aware of the consequences of violating our CC&Rs when the packet for BOS Resolution 93-122 was mailed to them. These property owners have been given the false impression that they can enjoy a larger footprint for their building plans without any risk of litigation. The diminished value Waiver appears to have been intended to protect the county but not the property owner who could face the same situation the Ludwig Family Trust now finds itself in.

The good news is that the exposure of this packet has awakened Desert Lakes property owners to the knowledge that we do have legal recourse to assure protection of the integrity of our well designed development.

Looking forward to the Ludwig Family's understanding and speedy remedy to the unfortunate situation.

Sincerely,
Nancy Knight
1803 E. Lipan Circle

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">Complete items 1, 2, and 3.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature 	
1. Article Addressed to: Glen Ludwig 109 E Third St. San Bernardino CA 92410		B. Received by (Printed Name) Arna Hase	C. Date of Delivery
9590 9402 1327 5285 8358 72		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) 16 0340 0000 1745 3627		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Nancy Knight

From: "Nancy Knight" <nancyknight@frontier.com>
Date: Tuesday, November 01, 2016 4:57 AM
To: <info@ludwigeng.com>
Subject: Regarding violations of CC&Rs - Desert Lakes Golf Course and Estates

Dear Corporate Executive,

Your Vice President in the Arizona area, Mehdi Azarmi, is willfully violating my community's CC&Rs. President, Glen Ludwig, was informed of one case by certified letter that resulted in no response for which my only recourse appears to be to file the law suit for the violations at 5732 Club House Dr. in Fort Mohave, AZ.

I have been trying to get the contact information for Mr. Jim Roberts, the potential buyer for the home that is in dispute. The County has no record of his contact information even though he spoke at the Board of Adjustment meeting where Mehdi wrongfully thought he could violate our CC&Rs with a variance from the county. Will you provide me with Mr. Roberts' contact information or copy me on correspondence that informed Mr. Roberts of the problems with the home he intends to purchase?

Mehdi is not doing your company a service with continued and ongoing violations of other CC&Rs in my community. Are you taking the position that he can do whatever he wants and ignore the CC&Rs or do you wish to help our residents maintain a beautiful community in compliance with Desert Lakes Golf Course and Estates CC&Rs?

I look forward to a response from you,
Nancy Knight