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9 Attorney for Defendants

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

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

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

22 Defendants.

NO.: CV-2018-04003

**STATEMENT OF FACTS IN  
SUPPORT OF DEFENDANTS'  
MOTION FOR SUMMARY  
JUDGMENT**

23 COME NOW, the Defendants, by and through their attorney, the undersigned, and  
24 pursuant to ARCP Rule 56, files the following Statement of Facts in support of Defendants'  
25 Motion for Summary Judgment:

**STATEMENT OF FACTS**

26 1. Peeling back the proverbial onion that consists of six pages of covenants that  
27 were recorded in December of 1989 and that apply specifically and exclusively to Desert  
28 Lakes Golf Course and Estates Tract 4076-B we find that the first two pages of the covenants  
deal with their administration and implementation via an "Architectural Committee" set up  
and contemplated as the initial enforcement entity that in theory was intended to oversee  
compliance with the covenants for a period that ended or expired under its written terms  
"within one year of the issuance of the original public report." The "Public Report" was

1 issued by the Arizona Department of Real Estate on January 30, 1990. See pages 1 and 2 of  
2 the 1989 recorded CC&Rs (**Exhibit C**) and a copy of the original Public Report (**Exhibit A**).

3 2. A review shows that the CC&Rs which are the basis of Plaintiff's action are  
4 divided into two separate articles. Article I deals exclusively with the administrative  
5 procedures and the establishment of a "Committee of Architecture." This Article I named  
6 three individuals to serve on this Committee of Architecture (**Exhibit C**).

7 3. The initial Committee of Architecture term expired upon sale of 90% of the  
8 lots or within one year from the issuance of the original public report "whichever occurs  
9 first." See **Exhibit A**, a copy of the initial Public Report dated January 30, 1990.

10 4. It is unknown when 90% of lots within Tract 4076-B were sold, but it is known  
11 that the date that the term of the original Committee of Architecture expired one year after  
12 its issuance of the State Report on the 31<sup>st</sup> day of January, 1991 (**Exhibit C**).

13 5. No known record has been located of any actions, waivers or variances of the  
14 original "Committee of Architecture." There is no known record that the "Committee of  
15 Architecture" ever received any "request to the Committee" by any "owners of such lots"  
16 "...to elect three lot owners" to "serve on such Committee." See, CCRs recorded December  
17 18, 1989, pp. 1-2, Article I, ¶1 (**Exhibit C**). There is no known "corporation organized and  
18 formed for and whose members consist of the owners of lots within this subdivision." See,  
19 CC&Rs, p. 2, Article I, ¶1 (**Exhibit C**). Simply stated, there has been no known entity or  
20 person in existence from and after January 31, 1991, to enforce, waive, grant variances or  
21 otherwise deal with the covenants. )See Affidavits of Mehdi Azarmi, Tracy Weisz, Sunil  
22 Kukreja, Douglas McKee.)

23 6. The provisions of Article I were clearly abandoned by all from and after the  
24 extinguishment of the one year term of the covenant establishment of the original  
25 architectural committee. Construction, within Tract 4076-B and its derivative parcels that  
26 ultimately resulted in the development of Tract 4163 (where Plaintiff resides) and Tract  
27 4076-D, proceeded within these subdivisions without review oversight by any Tract 4076-B  
28 committee, owners association or individual owners through today without the

1 implementation, direction, limitations, conditions, restrictions and variance waivers called  
2 for in Article I. (See **Exhibit C**, Affidavits of Tracy Weisz, Sunil Kukreja, Douglas McKee  
3 and Mehdi Azarmi.)

4 7. It should be noted that the “developer” Desert Lakes Development, LP, a  
5 Delaware limited partnership, was canceled in the State of Delaware in 2004 as a result of  
6 no required filing from and after January 23, 1989. There were zero filings from 1989  
7 forward. See **Exhibit D**.

8 8. Factually it is relevant and germane to the issue before this Court to conclude  
9 that the provisions of Article I of the covenants (**Exhibit C**) have been abandoned for at least  
10 the period of January 31, 1991 (one year after the January 30, 1990, Public Report for Tract  
11 4076-B (**Exhibit A**) was issued by the Arizona Department of Real Estate) through the  
12 present or, differently stated, almost the past three decades.

13 9. Before discussing the “Land Use” provisions, i.e., the covenants in general or  
14 in particular, one must address paragraph 20, page 5, of the Tract 4076-B covenants as this  
15 paragraph deals with a potential right to enforce the covenants via specifically authorizing  
16 a “... person or persons owning real property located within the subdivision to prosecute  
17 proceedings at law or in equity against persons violating... the covenants.” See, CC&Rs, p.  
18 5, ¶20 (**Exhibit C**).

19 10. Via the rule of the case (Order of Judge Carlisle dated June 11, 2018 (**Exhibit A**  
20 to Defendants’ Motion for Summary Judgment)), Plaintiff is an owner within the subdivision,  
21 and falls within the provision of this paragraph and as an individual lot owner has the  
22 right/authority under the covenants to potentially enforce them if during the pendency of this  
23 action the covenants are, under the facts of this case and the laws of the State of Arizona,  
24 enforceable.

25 11. Article II of the CC&Rs deals with “land use” issues (**Exhibit C**). The original  
26 and current zoning on the lots in all three tracts is “SDR.” (See **Exhibit B**.) This zoning, as  
27 applied to each of what has turned into the original subdivision Tract 4076-B and the  
28 subsequent re-subdivision of several Tract 4076-B parcels ultimately resulting in the creation

1 of a subdivision known as Tract 4076-D and the third subdivision known as Tract 4163  
2 where Plaintiff and Plaintiff's spouse reside, prohibits mobile homes, and fixes front, side  
3 and rear yard setback requirements.

4 12. Where water delivery systems and sewers are available in this type of  
5 residential subdivision that is served via a public sewer and a franchised/certificated water  
6 company, septic tanks and wells, etc., are not allowed under Mohave County requirements.  
7 So also the permitting entity Mohave County in issuing a permit for residential site built  
8 homes requires "flushing toilets" and prohibits such things as outhouses (**Exhibit B**).

9 13. Under the applicable SDR (Special Development Residential) zoning, Mohave  
10 County does not allow stabling of livestock, hen houses, breeding farms on the residential  
11 lots often times measuring 60'x100' in size. Trash and junk storage, circuses, carnivals,  
12 slaughter plants, fat rendering facilities, livery stables, cotton gins, rock crushing, etc., and  
13 inoperable motor vehicles storage (auto salvage) are not permitted under the SDR or any  
14 other residential zoning classification (**Exhibit B**) and these types of uses are also prohibited  
15 in the subject CC&Rs (**Exhibit C**).

16 14. Many of the standardized CC&R provisions such as those set forth in  
17 paragraphs 9, 10, 11, 13, 14 and 17, of the covenants are understandably non residential uses  
18 and therefore effectively enforced not by the subject CC&Rs (**Exhibit C**) that also contain  
19 these prohibitions, but rather by the enacted Zoning Ordinances of Mohave County (see  
20 Mohave County Zoning Ordinance designated in **Exhibit B**). These types of covenants are  
21 not in reality the subject matter of any of Plaintiff's argued issues before this Court and are  
22 not therefore explored to any significant extent in this Statement of Facts or the Motion for  
23 Summary Judgment before the Court.

24 15. There are no slaughter plants, livery stables, cotton gins, breeding farms, hen  
25 houses or outhouses in Tract 4076-B nor its two derivative tracts, not as a result of the CC&R  
26 prohibitions, but as a result of Mohave County residential zoning law compliance (**Exhibit**  
27 **B**).

28 16. The material fact issues regarding the enforceability of the covenants recorded

1 in 1989, which are the actual subject matter of this Motion as well as the focus of Plaintiff's  
2 Count 2 of her Complaint, consist of the total abandonment of the provisions of Article I, the  
3 setback requirements set forth in Article II, paragraph 6, and the specific covenants set forth  
4 in paragraphs 4, 5, 8 and 12 (**Exhibit C**).

5 17. The facts as specifically applied to the material planning provisions of the Tract  
6 4076-B CC&Rs (**Exhibit C**) will then deal with not only the two areas addressed to some  
7 extent in Plaintiff's Complaint, namely, Plaintiff's "rear yard" setback argument which is set  
8 out in paragraph 6 on page 3, and Plaintiff's arguments concerning enforceability of the "no  
9 signage on unimproved lots" covenant which has now morphed into "no advertizing" on  
10 unimproved lots under the terms of paragraph 12 on page 4 of the CC&Rs. This Statement  
11 of Facts will also discuss a broader spectrum of abandoned material covenants including  
12 those set forth in paragraphs 4, 5 and 8 appearing on page 3 that show that the original plan  
13 of the developer has been fully abandoned in actual practice for multiple decades.

14 18. In order of the importance attributed by the Plaintiff to each of the above  
15 covenants, the facts show the following:

16 **Covenant 6**

17 19. Covenant 6 mandates that a rear yard setback of 20 feet be maintained for all  
18 lots both on and off the golf course.

19 20. The facts show that as we review what has actually occurred on the ground in  
20 the three subdivisions at issue since 1990 we find that there have been 186 homes built on  
21 246 lots in the three subdivisions of which 139 lots are golf course frontage lots and upon  
22 which 97 homes have been constructed. (See Affidavit of Tracy Weisz, p. 2, ¶10(a).)

23 21. Of the total 186 constructed homes, 116 of these homes have built into the rear  
24 yard 20 foot setback and averaging an 8 foot encroachment. (See Affidavit of Eric Stephan  
25 of Cornerstone Land Surveying, page 2, ¶9.) This translates to slightly in excess of 64% of  
26 existing homes violate the rear yard setback covenant 6.

27 22. The 186 existing homes within the three subdivisions and 246 lots as adjusted  
28 resulting from the combining of multiple lots where two lots are used for a single residence

1 allows us to mathematically determine that the three subdivisions today are collectively 75%  
2 built out. (Weisz Affidavit.)

3 23. A further breakout reflects that in subdivision Tract 4163, 31 of the 32 lots  
4 have been improved with a residence and 100% of these homes violate the rear yard setback  
5 covenant. The homes within this subdivision have been built as close as 6 feet of the golf  
6 course. (See Affidavit of Eric Stephan, p. 2, ¶10.) Tract 4163 is the Plaintiff's subdivision.

7 24. Within Tract 4076-D, 10 of the 12 lots in this subdivision have been improved  
8 with homes, and of the 10 constructed homes, 8 encroach into the rear yard setback as much  
9 as 12 feet. (See Affidavit of Eric Stephan, p. 2, ¶11.) This translates to an encroachment  
10 percentage of 80%. (See also, Affidavit of Alan Patch, a Tract 4076-D homeowner,  
11 providing further substantiation of the rear yard status in this tract.)

12 25. Plaintiff's residence located in Tract 4163 is specifically addressed in the  
13 Affidavit of R. Larry Morse, P.E., and R.L.S. This Affidavit is particularly relevant  
14 regarding the rear yard encroachment issue (and other covenant violations to be later  
15 addressed) as it graphically shows the extent of Plaintiff's encroachment into the 20 foot rear  
16 yard which is a covenant 6 violation for all Tract 4076-B, Tract 4163 and Tract 4076-D  
17 homes. Plaintiff's own home encroaches approximately 11.5 feet. This places the Plaintiff's  
18 home within 8.5 feet of the golf course (See Affidavit of Robert L. Morse, p. 1, ¶7.) Of  
19 further interest is the fact that not only is the Plaintiff's residence built in violation of the rear  
20 yard setback covenant 6, but in addition to that covenant violation, Plaintiff's own recently  
21 obtained survey shows that Plaintiff's home encroaches into the 5 foot side yard setback that  
22 also violates covenant 6 and Mohave County Zoning setback mandates (see Affidavit of  
23 Robert L. Morse, Exhibit A, p. 1; Exhibit A1, p. 1, and finally, Exhibit I, p. 1 and 2;  
24 statements of Plaintiff admitting the side yard encroachments). (Note, it was economically  
25 unreasonable (costs estimated at \$.50 to as much as \$30,000.00) to conduct a side yard  
26 survey of all 181 homes in question, the major issue in this case proffered by the Plaintiff  
27 being the rear yard setback argument.)

28 26. The significance of imposing a covenant 6 implementation of the rear yard

1 setback CC&R covenant and the extent of monetary damage that would ensue should the 60  
2 remaining lot owners of the unimproved lots in these three subdivisions be prohibited from  
3 building their covered patios over the first 10 feet of their covenant 6 20 foot area as allowed  
4 under Mohave County Zoning Ordinances is addressed further in the Affidavits in support  
5 of this Motion, including the following: Affidavits of Ann Pettit, Douglas McKee, Sunil  
6 Kukreja, Mehdi Azarmi and Alan Patch.

### 7 **Covenant 12**

8 27. The second covenant specifically addressed in Plaintiff's Complaint is the  
9 signage issue of which Plaintiff claims is a violation of paragraph 12 of the CC&Rs.

10 28. Plaintiff's Complaint in pertinent part alleges covenant 12 prohibits signage  
11 on unimproved lots and Plaintiff requests "an injunction immediately and permanently  
12 removing all signage on unimproved lots..." (See, Plaintiff's Complaint, p. 6 ¶21, p. 16 ¶61.)

13 29. The general language of paragraph 12 has been found to be statutorily  
14 prohibited at least in part via the Legislature's adoption of A.R.S. §33-441. The issue then  
15 at this point of the case at bar is now whether or not the specific signage complained of by  
16 the Plaintiff falls within this legislative protective umbrella of A.R.S. §33-441 as a possible  
17 defense or, as is the general thread of this Motion, have the provisions of paragraph 12 of the  
18 CC&Rs been abrogated, deserted and abandoned as a result of years/decades of violations  
19 having occurred long prior to the passage of A.R.S. §33-441. Facts show that each of the  
20 material covenants affecting Tract 4076-B have been abandoned. The same hold specifically  
21 true via a fact review of the historical utilization of signage on the unimproved lots over the  
22 past multiple decades and throughout the virtual life of these three subdivisions. Has this  
23 paragraph 12 suffered the same violation history as virtually every other material and  
24 substantive provision of these covenants such that the issue is not an issue of enforcing the  
25 CC&Rs but rather does the Defendants' "build to suit" sign constitute a potential violation  
26 of the Mohave County Code/Sign Ordinance? We must, however, initially examine the  
27 status of this CC&R provision, and will do so, as with all others from a historical perspective.  
28 If the covenants have become unenforceable as a result of decades of violations,

1 non-enforcement and practices in direct conflict with them on not simply one or two of the  
2 substantive provisions, but rather the majority of them, then and in that event, covenant 12  
3 as has occurred with covenant 6 discussed above and covenants 4, 5 and 8 discussed  
4 hereinafter, show that the original plan of development embodied with the covenants has  
5 long ago been deserted, forsaken and abandoned.

6 30. The history of covenant 12 is perhaps best outlined in the attached Affidavit  
7 of Ann Pettit. Ms. Pettit's professional experience in the Fort Mohave and Bullhead City  
8 area predates the creation of Tract 4076-B. Ms. Pettit has been a licensed realtor working  
9 in the Desert Lakes area since 1984 and a licensed broker since 1988, (Affidavit of Ann  
10 Pettit, p. 1, ¶1), Pettit has a history of Tract 4076-B from its creation in 1989.

11 31. Pettit testifies that commencing with the very time that marketing of Tract  
12 4076-B began in the 1990s, typical real estate signage has been consistently and constantly  
13 utilized in Tract 4076-B by the real estate universe covering resale efforts by unimproved lot  
14 owners. (Affidavit of Ann Pettit, p. 1, ¶5, as well as p. 1, ¶7, and p. 2, ¶9.) This practice  
15 commenced in the "early 1990s" (Affidavit of Ann Pettit, p. 1, ¶5) and it included the exact  
16 signage that Plaintiff now alleges to this Court is a violation of covenant 12. (Affidavit of  
17 Ann Pettit, p. 1, ¶6.)

18 32. The general practice of the real estate universe that had occurred prior to 2009  
19 had been in place for almost 20 years when the Arizona Legislature passed the provisions of  
20 A.R.S. §33-441 that substantially changed or eliminated the major portion of covenant 12  
21 when it codified and set aside the "no sign" prohibitions specifically allowing "for sale," "for  
22 lease," and "for rent" signs on a statewide basis and invalidated covenants such as covenant  
23 12 that prohibited such signage. This issue raised by Plaintiff's Complaint basically turned  
24 on whether the Defendants' "build to suit" sign with a real estate broker rider is protected  
25 under A.R.S. §33-441, or was it "offsite advertizing" still prohibited under covenant 12?  
26 However, we only get to that question if the remaining provisions or any provisions of  
27 covenant 12 are enforceable given the fact that covenant 12 has been forsaken and  
28 abandoned via years of violations and prior practice. What is not before this Court is whether



1 Defendants' real estate size sign "build to suit" is or is not permitted under Mohave County's  
2 sign ordinance. This latter issue, although mentioned several times in Plaintiff's multiple  
3 pleadings and motions, is outside the purview of this case. The only issue, once again, that  
4 is before this Court is whether covenant 12 has been abrogated and rendered unenforceable  
5 given 29 to 30 years of consistent and regular violations.

6 33. Fact evidence is provided regarding the long standing signage practices of  
7 realtors working the resale and direct sale market in Tract 4076-B and is found within the  
8 attached Affidavit of Sunil Kukreja whose company acquired an interest in 183 unimproved  
9 lots and parcels in various Desert Lakes Golf Course & Estates subdivisions including Tract  
10 4076-B. (See Affidavit of Sunil Kukreja, generally.) Upon these lots, Kukreja constructed  
11 approximately 100 homes (Affidavit of Sunil Kukreja, p. 1, ¶3). Mr. Kukreja advises, under  
12 oath in his Affidavit that his company as well as other builders and individual lot owners  
13 consistently used signs on their unimproved lots advertizing their company or their personal  
14 lots and that the lots were available for purchase. See Affidavit of Sunil Kukreja, p. 1, ¶¶4,  
15 5 and 6, concluding his statement on this issue that signage on unimproved lots "was the  
16 marketing custom used by all." (Affidavit of Sunil Kukreja, p. 1, ¶6.)

17 34. Affiant, Douglas McKee, the qualifying party for Grand Canyon Development  
18 holding a general contracting B-2 license issued by the Arizona Registrar of Contractors,  
19 advises that beginning as early as 1994, his company has constructed multiple homes in Tract  
20 4076-B for various lot owners and that he is and has been familiar with the subdivision for  
21 in excess of 25 years. Mr. McKee states: "... since at least 1994 that there have been many  
22 signs from both contractors and single lot owners throughout all of the various Desert Lakes  
23 Golf Course & Estates subdivisions, including Tract 4076-B, offering to build custom homes  
24 or simply 'for sale' offerings ..." (see, Affidavit of Douglas McKee, generally and  
25 particularly, p. 1, ¶¶1, 7), all such signage represents a violation of covenant 12 both before  
26 and after legislative adoption of A.R.S. §33-441.

27 35. Affiant, Defendant, Mehdi Azarmi, whose company has been marketing and  
28 building in Tract 4076-B since at least 1993, and has actually built over that 26 year period

1 17 of the 181 homes in Tract 4076-B that his company has continuously, and together with  
2 other lot owners and contractors, been placing or causing to be placed on the Defendants'  
3 available unimproved lots within Tract 4076-B "build to suit" or similar signage including  
4 simply "for sale" signs for at least the past 26 years without objection from any owners or  
5 entity of any type until the initiation of the pending litigation. (Affidavit of Mehdi Azarmi,  
6 p. 2, ¶8.)

7 36. Having provided the historical detail on covenants 6 and 12, we now proceed  
8 to explore the remaining consequential covenants about which Plaintiff has provided either  
9 limited or no commentary but that are important to the issue of enforceability of the Tract  
10 4076-B covenants in order to obtain a legitimate picture regarding the extent to which the  
11 material planning covenants recorded by the original developer and the project itself have  
12 been followed or forsaken, have been implemented or deserted, have been enforced or  
13 ignored, have been asserted or abandoned, by not only the original developer, but all those  
14 who have followed.

15 37. In order of import, we will proceed with a review of the following additional  
16 substantive covenants 8, 4 and 5.

### 17 **Covenant 8**

18 38. This particular covenant 8, other than perhaps covenant 6, is of greatest import  
19 from a "uniformity of planning" standpoint. Covenant 8 addresses walls, fences, fence  
20 height, construction materials, wall locations, wall lengths, paint color and access to or from  
21 the golf course from golf course lots. A rational person can easily, clearly and succinctly see  
22 that the original developer was intending to create design uniformity, protect view corridors,  
23 eliminate what the developer appears to have felt was unacceptable or unacceptable  
24 construction products like barb wire, wood fences, chain link fencing, multiple competing  
25 color schemes, etc. It was/is possible to determine in the preparation of this memorandum  
26 to what extent this covenant 8 was followed by the lot owners or, in the alternative, forsaken  
27 and deserted by the significant majority of owners who have homes that have been  
28 constructed to date that adjoin the golf course. These homes can reasonably and therefore

1 have been inventoried for the preparation of this Statement directly via optically viewing  
2 what has taken place on each developed golf course lot from the golf course itself. (See,  
3 Affidavits of Weisz, Morse and Patch.)

4 39. The survey and inspection of covenant 8 issues discussed hereinafter was  
5 conducted over the period of August through October 2019 from a physical review of rear  
6 yard golf course fronting homes within the three subdivisions in question. One of the  
7 purposes of the inspection was to ascertain how many of the 97 golf course constructed  
8 homes had complied with the rear yard fencing covenant 8, including the use of mandated  
9 construction materials, height limitations, and gate access to the golf course or, as the case  
10 may be, prohibited materials. Affiant Weisz' findings are synopsisized on these issues in the  
11 Affidavit of Tracy L. Weisz in paragraph 10(a) and (b), p. 2, of her Affidavit. Briefly, Ms.  
12 Weisz determined that 93 of the total homes had at least violated one or more of the covenant  
13 8 requirements working out to a percentage of just under 96% being in violation. The rear  
14 yards included a mixture of concrete block and wrought iron fencing or all concrete block  
15 where only wrought iron was required. This situation occurred in a stunning 75 residences  
16 for a percentage of 73% of all homes. Fifty four (54) homes built covenant prohibited gate  
17 access to the golf course representing 55.67% of the total. Forty nine (49) homes either had  
18 no rear yard required fences or the fence they had was of incorrect height. The developer's  
19 1989 color palette required the rear yard wrought iron fence to be painted black. Of the  
20 homes that actually used at least some wrought iron, 42% were not painted black. (See,  
21 Affidavit of Tracy Weisz, in general and ¶10(a) and (b).)

22 40. The Weisz Affidavit further broke out individual covenant 8 violations  
23 separately in the two derivative subdivisions, Tract 4076-D and Tract 4163. The findings  
24 from Exhibit A to the Weisz Affidavit as well as Affidavit paragraph 10(b) as to Tract 4163  
25 covenant 8 violations shows that 100% of this Tract's golf course homes have one or more  
26 fencing, construction materials and general covenant 8 violations.

27 41. Mr. Alan Patch provides his Affidavit as a resident in Tract 4076-D addressing  
28 the covenant 8 compliance in this small 12 lot subdivision. Regarding Mr. Patch's personal

1 rear yard, Mr. Patch has a solid block wall on one side yard (a covenant 8 violation) that runs  
2 to the golf course rear yard fence that is also built out of CMUs (concrete masonry units or  
3 blocks), also a covenant 8 violation. Mr. Patch's rear yard golf course fence lacks the  
4 required height of covenant 8, includes a gate to the course (a covenant 8 violation), and Mr.  
5 Patch has no wall at all on his other side yard (a covenant 8 violation). (See, Patch Affidavit,  
6 ¶¶3, 4 and 5; see also Exhibit A to Patch Affidavit, as well as Weisz Affidavit, Exhibit A,  
7 p. 7, reflecting the following statistics for the count of 12 lots in Tract 4076-D covenant 8  
8 issues:

9	Fences of block construction	7 of 9 homes in violation
10	No black wrought iron	6 of 9 homes in violation
11	Gate access to golf course	8 of 9 homes in violation
	No required rear yard fence	3 of 9 homes in violation

12 42. The Affidavit of Sunil Kukreja addresses multiple issues and violations. This  
13 affiant discusses in his Affidavit that most home buyers requested CMUs and CMUs with  
14 some wrought iron for their fences and if some wrought iron was used, it was painted to the  
15 owner's specifications. Further that with most owners, gate access to the golf course was  
16 either important or very important. (See, Affidavit of Sunil Kukreja, p. 1, ¶7.)

17 43. The Affidavit of Defendant, Mehdi Azarmi, makes it clear that he had become  
18 involved with 17 home construction projects in Tract 4076-B (none in Tract 4076-D or Tract  
19 4163) over almost three decades and was aware that many of the homeowners chose to use  
20 CMUs as the fence material of choice for their rear yards, while some chose a mixture of  
21 CMUs and wrought iron, and in some instances actually used chain link fencing on one or  
22 both side yards on the golf course, while yet others chose not to fence their rear yard at all.  
23 Of those clients that had a fence, the majority wanted to access the golf course via their  
24 personal gate. In many instances, this Affiant's customers chose to build their own fence  
25 enclosure and therefore this was not part of this Affiant's contract but rather left to the  
26 owners to build. (See Affidavit of Mehdi Azarmi, p. 1, ¶3 and p. 2, ¶7.)

27 44. Finally, regarding covenant 8, we are obligated to address the conduct of the  
28 Plaintiff regarding this particular covenant. Affiant Robert L. Morse's testimony is germane

1 regarding both the construction of Plaintiff's residence which was completed prior to  
2 Plaintiff's purchase in Tract 4163, but also construction that was completed by Plaintiff  
3 subsequent to Plaintiff's purchase, between approximately October 2017 and February 2018.  
4 Plaintiff was afforded the opportunity to have constructed between Plaintiff's residence and  
5 Plaintiff's next door neighbor's residence a side yard wall that could have been built by  
6 Plaintiff in complete compliance with the covenant 8 mandates. Plaintiff failed to do so,  
7 building the side yard wall and rear yard wall depicted in photographic Exhibits D, E and  
8 G, taken on the 19<sup>th</sup> day of September, 2019, by Robert L. Morse and appended to the  
9 Affidavit of Robert L. Morse. These exhibits depict the following covenant 8 violations  
10 committed by the Plaintiff in 2018 as follows:

11 a. Side yard wall consists of a combination of CMUs and wrought  
12 iron as opposed to wrought iron only;

13 b. Rear yard fence consists of a combination of CMUs and wrought  
14 iron as opposed to wrought iron only;

15 c. Wrought iron is painted white, rather than black;

16 d. Fence height exceeds the maximum height limit of 5 feet; and

17 e. Plaintiff has used prohibited additional materials, namely, chain  
18 link fence, along each side yard fence approximately 30 feet in length and to a height of 15  
19 feet above grade level.

20 (See also, **Exhibit E** (excerpt from Plaintiff's Third Supplemental Disclosure); and  
21 Affidavit of Robert L. Morse.) The Plaintiff's own construction in 2018 fails to comply with  
22 covenant 8 in at least five separate categories.

#### 23 **Covenant 4**

24 45. Covenant 4 deals with minimum square footage of all homes built in Tract  
25 4076-B and its derivatives. Golf course homes require minimum square footage of 1,600  
26 square feet, and non golf course homes require 1,400 square feet per the mandates of  
27 covenant 4. While it was economically unreasonable to attempt to obtain data on the 186  
28 homes built to date within these three subdivisions, it was possible to explore and at least

1 partially determine the general compliance or non-compliance with the covenant 4 provisions  
2 regarding “livable square footage.”

3 46. The attached Affidavit of Sunil Kukreja reflects the fact, on p. 1, ¶3, that there  
4 have been multiple homes built within Tract 4076-B that do not comply with this covenant.  
5 (See, Affidavit of Sunil Kukreja, generally).

6 47. Facts concerning home violating covenant 4 are also addressed in the Grand  
7 Canyon Development Affidavit of Douglas McKee at p. 1, ¶5, advising that Grand Canyon  
8 Development has built at least two homes for clients in Tract 4076-B under 1,400 square feet  
9 and this contractor is familiar with others that do not meet this covenant 4 requirement  
10 minimum square footage mandates.

11 48. There are 16 non golf course homes in Tract 4163, 8 of these homes are less  
12 than the required 1,400 square feet required under covenant 4. (See, Mohave County  
13 Assessor records attached as **Exhibit F**.)

14 49. A random sampling of homes (both on the golf course and not on the golf  
15 course) in Tract 4076-B reflect both golf course and non golf course homes that violate the  
16 minimum square footage requirements. (See **Exhibit G** attached hereto.)

17 **Covenant 5**

18 50. This covenant deals with building height limitation; two story maximum; no  
19 exposed antenna, microwave, dishes, towers, etc., no HVAC systems roof mounted,  
20 minimum depth of required garages; architectural committee approval of exposed roofs, and  
21 finally, tempered glass regarding driving range exposed homes of those on the golf course  
22 where the window faces the golf course. Once again, it was economically unreasonable to  
23 attempt a survey to determine the garage depth and size as the interior of each of the 1986  
24 garages would need to be accessed, and 97 homes on the golf course would need to be  
25 accessed to validate that they have or do not have tempered glass in all windows facing the  
26 golf course. It was possible to inventory the number of homes both on and off the golf  
27 course as to whether or not the antenna prohibition has been complied with or forsaken and  
28 abandoned (see, Affidavit of Weisz, p. 2, ¶11). An inspection on a lot by lot basis reveals


1 that within the three subdivisions in question, 111 of the 186 homes or slightly more than  
2 61% have exposed dish antennas. In Tract 4163, 15 of 24 homes or 62.5%, including  
3 Plaintiff's residence (see, Affidavit of Robert L. Morse, p. 2, ¶15, and Exhibit H thereto)  
4 have covenant violating antenna, and in Tract 4076-D, 4 of the 10 homes, or 40%, violate  
5 covenant 5. (See, Affidavit of Tracy Weisz, Exhibit A, 6 and 7.)

6 51. Regarding the tempered glass glazing requirement of covenant 5, the Affidavit  
7 of Greg Green, the long time owner (1989) of Desert Glass & Mirror, Inc., an Arizona  
8 corporation, advises that other than windows or mainly sliding glass doors that are  
9 mandatorily required under Mohave County adopted building code requirements, that your  
10 Affiant cannot recall the installation of a single non Mohave County required tempered glass  
11 installation either in a "new" construction home or on a broken window replacement basis  
12 although he has serviced these subdivisions since their inception dates. (See Affidavit of  
13 Greg Green, p. 1, ¶¶4, 5.)

14 Facts clearly reflect the complete and total desertion of the covenants as recorded in  
15 the Office of the Mohave County Recorder regarding Tract 4076-B and its two derivatives.

16 RESPECTFULLY SUBMITTED this 6 day of December, 2019.

17 LAW OFFICES OF DANIEL J. OEHLER

18   
19 Daniel J. Oehler,  
20 Attorney for Defendants  
21  
22  
23  
24  
25  
26  
27  
28

1 **COPY** of the foregoing emailed  
2 this 6<sup>th</sup> day of December, 2019, to:

3 Honorable Lee F. Jantzen  
4 Mohave County Superior Court  
5 Division 4  
6 401 E. Spring Street  
7 Kingman, Arizona 86401  
8 (928) 753-0785 Danielle  
9 [dlecher@courts.az.gov](mailto:dlecher@courts.az.gov)

10 Plaintiff Pro Per  
11 Nancy Knight  
12 1803 E. Lipan Circle  
13 Fort Mohave, Arizona 86426  
14 (928) 768-1537  
15 [nancyknight@frontier.com](mailto:nancyknight@frontier.com)

16 By:   
17 Patricia L. Emond, Legal Assistant



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

Exhibits to Statement of Facts in Support of Motion for Summary Judgment

<u>Exhibit</u>	<u>Date</u>	<u>Description</u>
A	01/30/1990	Public Report Desert Lakes Golf Course and Estates Tract 4076-B
B	01/03/2019	Mohave County Zoning Ordinance
C	12/18/1989	CC&Rs for Desert Lakes Golf Course and Estates Tract 4076-B
D	01/23/1989	Desert Lakes Development, L.P., information from State of Delaware, Department of State, Division of Corporations
E	02/17/2018	Excerpts from Plaintiff's Third Supplemental Disclosure Statement (Redmond Proposal, Receipt, Change Order, Photograph)
F		Assessor records for Tract 4163 regarding square footage
G		Assessor records for Tract 4076-D regarding square footage

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

**Statement of Facts**

**EXHIBIT A**

# ARIZONA

## SUBDIVISION PUBLIC REPORT

For

DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B  
aka DESERT LAKES GOLF COURSE AND ESTATES  
A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF  
SECTION 35, T19N, R22W OF THE G&SRB&M  
MOHAVE COUNTY, ARIZONA  
REFERENCE NO. 26,917

### DEVELOPER

DESERT LAKES DEVELOPMENT LP  
Suite 200  
20251 Acacia Street  
Santa Ana Heights, California 92707

JANUARY 30, 1990

Effective Date

### STATE PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land.

This report reflects information provided by the developer 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.

### SPECIAL NOTES:

1. MAP OF THIS DEVELOPMENT IS RECORDED AT RECEPTION NO. 89-67669, RECORDS OF MOHAVE COUNTY, ARIZONA. YOU ARE ADVISED TO OBTAIN A COPY OF SAID MAP AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREON.

2. THIS REPORT INCLUDES LOTS 10 THRU 110, BLOCK 'F'  
1 THRU 22, BLOCK 'G'  
15 THRU 68, BLOCK 'H'  
1 THRU 24, BLOCK 'I'  
1 THRU 17, BLOCK 'J'  
1 THRU 7, BLOCK 'K'

3. PURCHASERS ARE ADVISED THAT THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION PROVIDES FOR AN ARCHITECTURAL CONTROL COMMITTEE.

4. DEVELOPER ADVISES THAT A SEWAGE TREATMENT PLANT IS ADJACENT TO THIS PROJECT TO THE WEST AND A PRIVATE LANDING STRIP IS APPROXIMATELY 3/4 OF A MILE TO THE NORTH.

5. DRAINAGE STATEMENT BY WILLIAM E. MILLER, CIVIL ENGINEER CITES:

"THE DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, A SUBDIVISION LOCATED WITHIN THE COLORADO RIVER VALLEY, SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA IS SUBJECT TO INFREQUENT INUNDATION FROM DESERT THUNDERSTORMS.

SPECIAL NOTES (CONT.):

5. CONT.

THE STREETS HAVE BEEN DESIGNED TO CARRY THE FLOWS THROUGH THE PROJECT WITH LOTS ELEVATED SO THEY WILL BE PROTECTED FROM MAJOR STORMS. THIS ELEVATION DIFFERENTIAL IS A MINIMUM OF 18" ABOVE THE STREET CENTER-LINES. AS DESIGNED, THE PROJECT WILL PROVIDE BUILDING SITES PROTECTED FROM MAJOR FLOWS.

ALL THE FLOOD AND DRAINAGE CONDITIONS AFFECTING THE OVERALL DEVELOPMENT TOGETHER WITH A DETAILED DRAINAGE PLAN HAVE BEEN CONSIDERED IN A DRAINAGE REPORT PREPARED BY SOUTH POINTE CONSULTANTS, TITLED "HYDROLOGY REPORT FOR DESERT LAKES GOLF COURSE AND ESTATES - TRACT 4076-A", WITH AN AMENDED AND EXPANDED REPORT DATED SEPTEMBER 12, 1988 AND A COMPOSITE REPORT DATED MARCH 7, 1989."

LOCATION AND SIZE: Northwest of Mountain View Road at Lippan Boulevard, Fort Mohave, Arizona.

This entire development is located on a parcel of land approximately 125 acres in size. It has been divided into 225 lots and parcels 'L' thru 'R', K-K, L-L, N-N, V-V and W-W.

TOPOGRAPHY: The land on which this development is located is level.

PROPERTY BOUNDARY LINES: Developer advises lots will be staked.

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. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat. Information about zoning may be obtained at the office of the County Planning and Zoning Commission.

TITLE: Title to this development is vested in LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 1033

Desert Lakes Development is a Delaware limited partnership. Developer's interest in the development is evidenced as beneficiary in above cited Trust No. 1033.

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 your title are listed in a Preliminary Title Report dated December 6, 1989 issued by LAWYERS TITLE INSURANCE CORPORATION. As a prospective purchaser, you should understand the effect of the listed exceptions.

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

NOTE: DEVELOPER IS REQUIRED TO NOTIFY THE DEPARTMENT OF REAL ESTATE OF ANY FUTURE PLACEMENTS OF LIENS OR ENCUMBRANCES TO ENSURE COMPLIANCE WITH A.R.S. 32-2181, ET SEQ.

PURCHASE CONTRACT: The Purchase Contract is a binding agreement. Read thoroughly before signing. If not understood, seek competent advice prior to commitment to purchase. The Purchase Contract gives you certain rights and remedies. In addition, the contract may contain certain waivers, disclaimers and/or limitations to your rights, remedies and warranties. Contrary to the terms and provisions of the contract you may have additional rights, remedies and warranties.

SALES:

DEED: Your vested interest/ownership interest in property will be evidenced by the owner 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.

UTILITIES: Developer advises that these costs and services are as follows:

ELECTRICITY:

SUPPLIER: MOHAVE ELECTRIC COOPERATIVE, INC.  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

NATURAL GAS:

SUPPLIER: SOUTHWEST GAS CORP.  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

TELEPHONE:

SUPPLIER: CITIZENS UTILITIES  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

WATER:

SUPPLIER: BERMUDA WATER COMPANY  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

NOTE: CONTACT THE ABOVE UTILITIES REGARDING EXTENSION RULES AND REGULATIONS, SERVICE CONNECTIONS AND COSTS INVOLVED.

WATER: The Arizona Department of Water Resources, in a letter dated December 20, 1989 Cites: "Water for domestic use will be provided to each of the 225 lots in the subdivision by Bermuda Water Company from wells within their franchised area.

Adequacy of the water supply for the residential lots, not including the golf course, was reviewed by the Department with regard to quantity, quality and dependability. The subdivision is located about nine miles south of Bullhead City and within the Mohave Valley Irrigation and Drainage District. The water company's wells tap a groundwater body which is replenished by the Colorado River; wells are thus considered to be diverting Colorado River water. On November 29, 1989 the district allocated 63 acre-feet of water for domestic purposes from its contract with the Secretary of the Interior to divert 41,000 acre-feet per year of Colorado River water. The water company will provide water to the subdivision from the District's contract.

The Department of Water Resources, therefore, finds the water supply to be adequate to meet the subdivision's projected needs; Any change to the subdivision or its water supply plans may invalidate this decision."

SEWAGE DISPOSAL: Developer advises that interior sewers within the development will be private. They will be installed to individual lots by September 30, 1990 and the cost will be included in the sales price of lots. Maintenance of the interior sewer system will be the responsibility of Sorenson Utility Company, Inc. The State Health Department advises that sewage disposal is by Sorenson Utility Company, Inc.

You are to pay the cost of extension from lot line to building.

SOLID WASTE DISPOSAL: Developer advises that garbage disposal is by Commercial Refuse Service.

NOTE: Developer has provided the disclosure of utility costs (SEE EXHIBIT "B" ATTACHED).

PUBLIC STREETS: The developer has advised that the streets have been dedicated for public use. Developer also advised that the streets will be built according to the minimum standards of the County.

They will be surfaced with asphalt by September 30, 1990. The developer advises that the completed streets will be maintained by the County of Mohave.

NOTE: THE COUNTY WILL NOT MAINTAIN THE STREETS UNTIL THEY HAVE BEEN CONSTRUCTED TO MINIMUM STANDARDS AND THE COUNTY APPROVES AND ACCEPTS THEM FOR MAINTENANCE. IF THE STREETS ARE NOT ACCEPTED FOR MAINTENANCE, THE FUTURE COST OF MAINTENANCE WILL HAVE TO BE PAID BY THE ADJACENT PROPERTY OWNERS.

EXHIBIT "A"

1. Any Law, Ordinance or Government Regulation relating to Environmental Protection.
2. Unapportioned future taxes per each lot, not yet assessed, which will subject the same to liabilities and obligations by reason of its inclusion within the boundaries of the following districts: COLORADO UNION HIGH SCHOOL DISTRICT, MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT, FORT MOJAVE MESA FIRE COMPANY DISTRICT, and MOHAVE VALLEY IRRIGATION and DRAINAGE DISTRICT.
3. Drainage Ways and Easements, Access Ways for Golf Course Usage and Maintenance, Public Utilities and Temporary Turn Around Area all as disclosed on the recorded plat of said subdivision.
4. 1 foot Restricted Vehicular Right of Access onto adjacent publicly dedicated MOUNTAIN VIEW ROAD and/or LIPPAN BOULEVARD, which ever may be applicable, however, the lots in question shall have vehicular access from a 24' foot access easement depicted on the plat within Parcel "K-K" Golf Course as disclosed on the recored plat of said subdivision, affecting Lots 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, and 86 all of Block F of said plat.
5. The fact that subject Golf Course is to be privately owned and maintained by Developer, its successor and/or assigns, as disclosed upon the recorded plat of said subdivision.
6. The fact that all street and roadways within subject subdivision have been publicly dedicated and accepted by Mohave County for public use, in conformity with the terms of such offer for dedication.
7. All matters set forth in Covenants, Conditions and Restrictions, but omitting however, any such restriction based upon race, color, religion or national origin, as contained in instrument recorded on December 18, 1989 in Book 1641, pages 895-901 of Official Records.
8. Implied right of entry below a depth of 500 feet from the surface thereof, without right of surface entry to prospect for, mine and remove the same, below a depth of 500 feet, as reserved by Howard Petroleum, an Oklahoma Corporation in instrument recorded February 27, 1989 in Book 1517, page 367 of Official Records.

EXHIBIT "B"

Utility Costs

ELECTRICITY:

Coop Membership Fee	\$ 5.00
Refundable Deposit:	
(If house has only swamp cooler)	\$ 75.00
(If refrigerated air conditioner)	\$150.00
Connection Fee	\$ 26.50
Monthly Rate	\$ 12.00 Minimum
7-1/2 cents per kilowatt plus	
Power Costs Adjustment, which varies monthly	

NATURAL GAS:

Deposit (Refundable)	\$ 60.00
One time Service Charge for installation	\$ 21.00
Customer Service Charge	\$ 5.50
Monthly Rate	
52¢ per barium	

There is no fee involved to run the gas

TELEPHONE:

Standard black dial phone, one private line:

Installation Charge	\$80.00 (Non-refundable) + \$10.50 per additional jack hook-up
Refundable Deposit	\$75.00 minimum to \$150.00 maximum, varies according to customer credit rating
Monthly Rate	\$16.55 and up depending on equipment

Special Equipment costs more

WATER:

Meter installation	\$125.00 Service Connection
	\$ 50.00 Deposit
	\$ 25.00 Establishment Fee
	<u>\$200.00 TOTAL</u>

Installation charge if already existing meter	\$75.00
---	---------

Monthly Rate

0 to 2,000 gal	\$12.00 + tax
2,000 to 5,000 gal	\$ 1.50 per 1000
5,000 to 10,000 gal	\$ 1.80 per 1000
10,000 +	\$ 2.20 per 1000

SEWER:

The Cost of sewer extension to each lot line will be paid by the developer. It is the lot owners responsibility to install the sewer line from the lot line to the house.

Service Line Connection Charge	\$400.00
Monthly Service Charge for Sewerage to Lot Owners	\$ 25.00

There is also a \$500.00 refund on facilitators charge to be paid by owner.



REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

FIRE PROTECTION: The developer advises that fire protection for this development will be provided by the Fort Mohave Fire Department.

SCHOOLS: The developer advises it is approximately 1/8 of a mile to the Fort Mohave Grammar School; 7 miles to the Mohave Junior High School; 6 miles to the Mohave High School; and that school bus service is available to the Junior High and High Schools.

NOTE: YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING SCHOOL FACILITIES AND BUS SERVICE.

SHOPPING FACILITIES: Developer advises that the nearest community shopping center is approximately 3 miles from the development in Bullhead City.

PUBLIC TRANSPORTATION: Developer advises that public transportation is not available from the development.

USE: Developer advises that the property will be offered for single family residential use and that you will be permitted to occupy your lot upon purchase.

TAXES AND ASSESSMENTS: Developer further advises that you will be obligated to pay approximately:

\$12.588 per \$100.00 of assessed valuation annual Property Tax.  
Based on 1989 Tax Rate.

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

SPECIAL NOTE: THIS DEPARTMENT RECOMMENDS THAT YOU SEE BEFORE BUYING.

WHL:fod

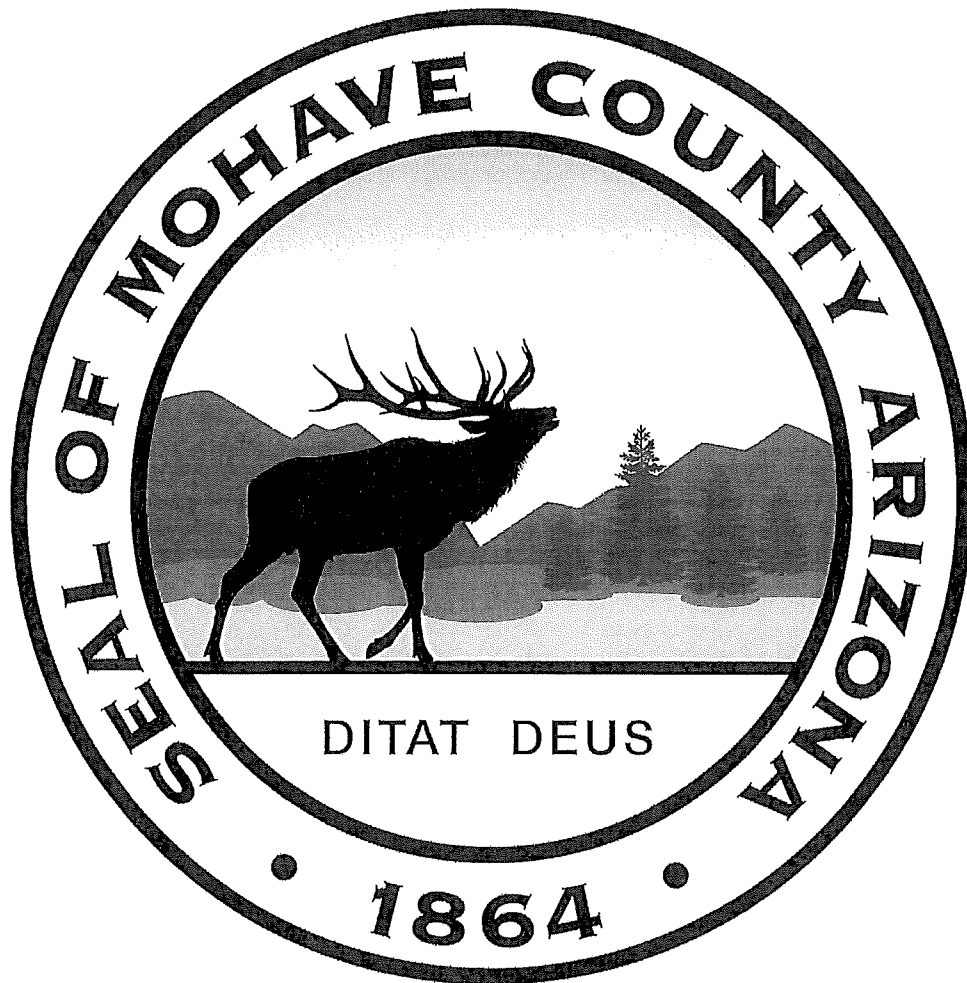
REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

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

**Statement of Facts**

**EXHIBIT B**

**Mohave County  
Development Services  
Department**



**Zoning Ordinance**

TITLE

AN ORDINANCE ESTABLISHING AND ADOPTING A GENERAL PLAN FOR MOHAVE COUNTY, DEVELOPMENT SERVICES, AND PROVIDING FOR THE ENFORCEMENT THEREOF AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDERED BY THE BOARD OF SUPERVISORS OF MOHAVE COUNTY

SHORT TITLE: This ordinance may be cited as the "Mohave County Zoning Regulations"

Adopted: November 2, 2015

Revised: April 7, 2016

June 2, 2016

September 1, 2016

October 19, 2016

April 5, 2018

January 3, 2019

NOTICE:

It shall not be the responsibility of the Development Services Department to update the information contained herein.

This ordinance contains the zoning information in effect on the date listed as revised above.

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

**Statement of Facts**

**EXHIBIT C**

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. 1038, 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. 89-61667 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 in hereof 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 Lippah 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 railway 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, gases, 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 necessary structures and uses normally incidental to single family residences, MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

LAWYERS TITLE AGENCY, INC.,  
as Trustee

DESERT LAKES DEVELOPMENT L.P.  
A Delaware Limited Partnership

By Robert P. Douglass

By Frank J. [Signature]

Title: Trust Officer

STATE OF ARIZONA  
COUNTY OF MOHAVE

SS

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

[Signature]  
Notary Public



STATE OF ARIZONA  
COUNTY OF MOHAVE

ss

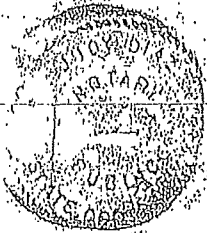
On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK PASSANTINO, Secretary of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT LAKES DEVELOPMENT, a Delaware Limited Partnership, and that he, as such Incorporator being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

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

My Commission Expires  
MY COMMISSION EXPIRES MAY 30, 1990.

*[Signature]*  
Notary Public

02



INDEX MISCELLANEOUS

PROOFED

File # 89-07670

RECORDED IN OFFICIAL RECORDS  
OF MOHAVE COUNTY, ARIZONA  
DEC 18 '89 8 00 AM  
County Recorder  
FEE 1.00 PGS 7/7



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

**Statement of Facts**

**EXHIBIT D**



Department of State: Division of Corporations

[Allowable Characters](#)

- HOME**
- About Agency
- Secretary's Letter
- Newsroom
- Frequent Questions
- Related Links
- Contact Us
- Office Location
- SERVICES**
- Pay Taxes
- File UCC's
- Delaware Laws Online
- Name Reservation
- Entity Search
- Status
- Validate Certificate
- Customer Service Survey
- Loading...

[View Search Results](#)

Entity Details

**File Number:** 2185525      **Incorporation Date / Formation Date:** 1/23/1989 (mm/dd/yyyy)

**Entity Name:** DESERT LAKES DEVELOPMENT, L.P.

**Entity Kind:** Limited Partnership      **Entity Type:** General

**Residency:** Domestic      **State:** State:

**Status:** Cancelled, Failure to Pay Tax      **Status Date:** 6/1/2004

**TAX INFORMATION**

**Last Annual Report Filed:** 0      **Tax Due:** \$ 808

**Annual Tax Assessment:** \$ 0      **Total Authorized Shares:**

**REGISTERED AGENT INFORMATION**

**Name:** THE CORPORATION TRUST COMPANY

**Address:** CORPORATION TRUST CENTER 1209 ORANGE ST

**City:** WILMINGTON      **County:** New Castle

**State:** DE      **Postal Code:** 19801

**Phone:** 302-658-7581

**FILING HISTORY (Last 5 Filings)**

<u>Seq</u>	<u>Description</u>	<u>No. of pages</u>	<u>Filing Date</u> (mm/dd/yyyy)	<u>Filing Time</u>	<u>Effective Date</u> (mm/dd/yyyy)
1	LP	1	1/23/1989	9:00 AM	1/23/1989

[Back to Entity Search](#)

[Email Status](#)

For help on a particular field click on the Field Tag to take you to the help area.

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

**Statement of Facts**

**EXHIBIT E**



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Exhibit E

Documents related to CV 2016 04026 are a matter of record in the Defendant's attorney's files with some provided as documents in this 3<sup>rd</sup> Supplemental Disclosure.

Attached: Files and photos related to CV 2016 04026 in Knight v. Chase/Edwards



## PROPOSAL & CONTRACT

**Redmond Construction LLC**  
7146 Calle Del Media  
Mohave Valley, AZ 86440  
Phone (928) 768-9518  
Fax (928) 768-9059  
AZ ROC#198045 • NV LIC#0075116

Date: 3/10/2017  
Property Owner: Knight  
Phone: 928-768-1537  
Job #:  
Job Address: 1803 Lipan Circle  
City: Fort Mohave

### Phase 1

1. Remove 3 courses of CMU block.
2. Remove 4 courses of CMU block approx. 6' wide. Replace with painted wrought iron fence.
3. Remove 4 courses of CMU block approx. 10' wide. Replace with painted wrought iron fence.

### Phase 2

1. Remove 1 course of CMU block approx. 30lf.

\*Written permission required to work on neighbor's property. Due to close proximity of swimming pool, all attempts will be made to control dust and debris but no guarantee given.

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of: \$2,660.67

**Deposit of \$260.67 due before start of job. Balance of \$2,400.00 due upon completion.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Permit fees are not included. A preliminary lien will be filed on all jobs.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL:** The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Payment will be made as outlined above.

Signature:

Date of Acceptance:

Payment Receipt

Redmond Construction LLC  
5902 Highway 95 Unit 118  
Fort Mohave, AZ 86426

Received From:  
17-112 - 1803 Lipan Cir., FM - Knight  
Nancy Knight  
42650 Knight Drive  
Murrieta, CA 92562

Date Received	02/07/2018	Payment Amount	\$1,422.32
Payment Method	Check		
Check/Ref. No.	3196		

Invoices Paid

Date	Number	Amount Applied
02/07/2018	17-112-2	-\$1,422.32

2 sections of  
1795 Lipan Circle  
Rearyard wall  
restoration  
for my heels

## Change Order #1

Redmond Construction LLC  
5902 Highway 95 Unit 118  
Fort Mohave, AZ 86426  
Phone (928) 768-9518  
Fax (928) 768-9059  
AZ #198045 - NV #0075116 - CA #1003918

Date: 11/8/2017  
Property Owner: Knight, Nancy  
Phone: 928-768-1537  
Job #:  
Job Address: 1803 Lipan Circle  
City: Fort Mohave

Original contract date: 3/10/2017

### Changes/ additions to original contract:

- Remove approx. 8'3" x 32" of cmu block wall.
- Remove approx. 9'6" x 32" of cmu block wall.
- Replace removed cmu block with wrought iron fence panels.
- Paint new panels to match existing.

Original Contract Sum was: \$2,660.67

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of: \$1,377.11

**Price to be added to original contract amount and will be due upon completion.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

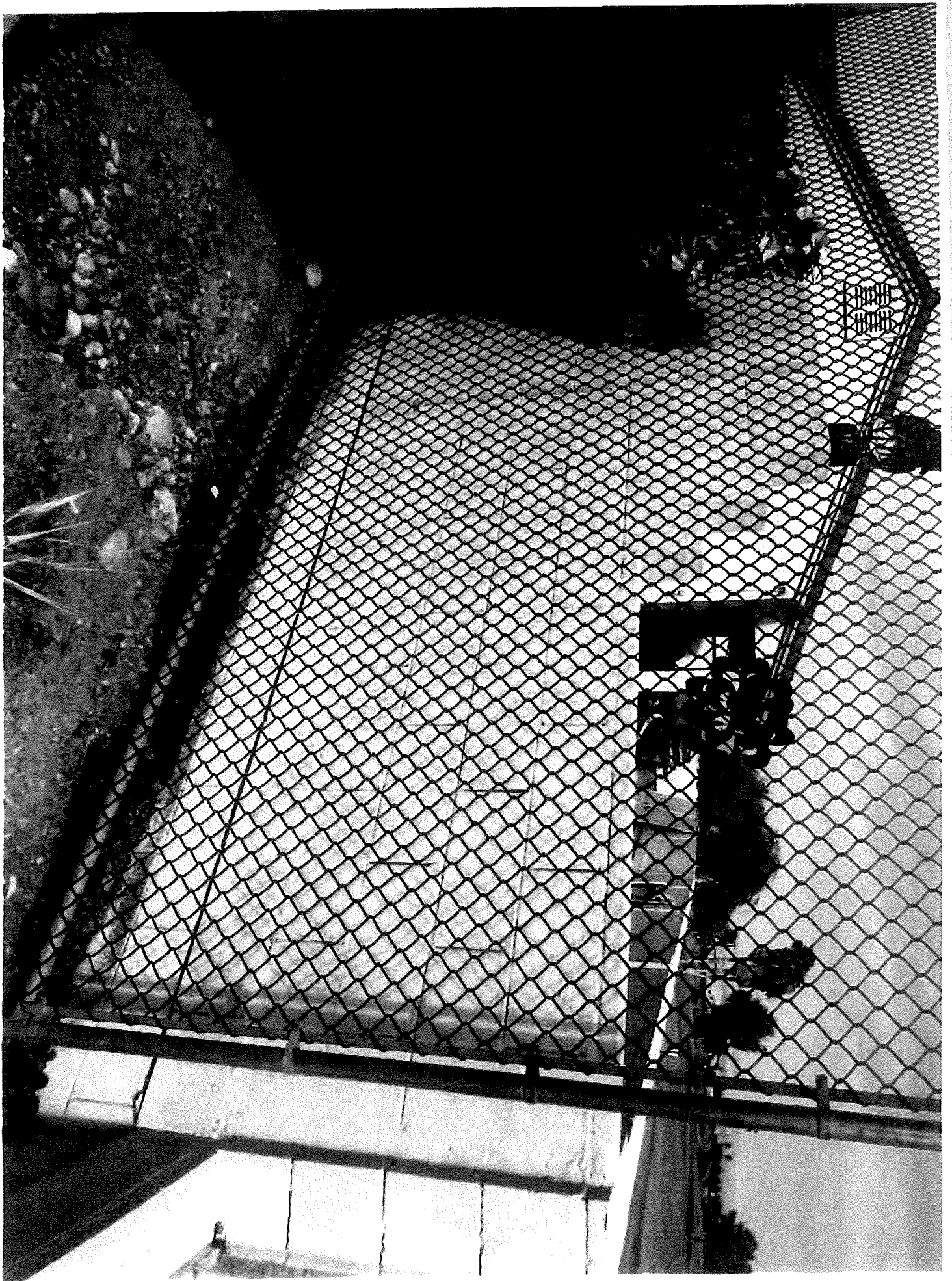
**ACCEPTANCE OF PROPOSAL-** The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Signature:

Date of Acceptance:

*1st 2 sections  
of 1795 Lipan Cir  
Rear yard restoration  
for my views*



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

**Statement of Facts**

**EXHIBIT F**

Parcel Number: 226-23-004

Owner: FERRELL KEVIN & LISA CPWRS

Ownership Type:

Mailing Address: 5997 S LIPAN CT, FORT MOHAVE, AZ 86426

Site Address: 5997 S LIPAN CT, FORT MOHAVE 86426

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$13,875	\$14,152	\$14,140
Improvement Value	\$111,862	\$118,225	\$129,045
Full Cash Value	\$125,737	\$132,377	\$143,185
Assessed Full Cash Value	\$12,574	\$13,238	\$14,319
Limited Valued	\$91,629	\$96,210	\$101,021
Assessed Limited Value	\$9,163	\$9,621	\$10,102
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.12 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 4 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1290	1
2019	Single Family Residential		2005 / 2005	1.00	1290	1
2018	Single Family Residential		2005 / 2005	1.00	1290	1

### Last Sale Information

Sale Price	\$120,000
Sale Date	04/24/2009
Recorded Instr Type	WD
Fee Number	2009023579

### Book and Page Data

Book	7458
Page	902

Parcel Number: 226-23-026

Owner: WALLING GRANT

Ownership Type: Owner

Mailing Address: 1799 E LIPAN BLVD, FORT MOHAVE, AZ 864268875

Site Address: 1799 E LIPAN BLVD, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$14,516	\$14,806	\$14,793
Improvement Value	\$113,636	\$120,572	\$131,654
Full Cash Value	\$128,152	\$135,378	\$146,447
Assessed Full Cash Value	\$12,816	\$13,538	\$14,644
Limited Valued	\$93,162	\$97,820	\$102,711
Assessed Limited Value	\$9,316	\$9,782	\$10,272
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.13 acres
Township	19N
Range	22W
Section	35
DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 26 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003	

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2004 / 2004	1.00	1335	1
2019	Single Family Residential		2004 / 2004	1.00	1335	1
2018	Single Family Residential		2004 / 2004	1.00	1335	1

### Last Sale Information

Sale Price	\$140,000
Sale Date	09/29/2017
Recorded Instr Type	WD
Fee Number	2017046918

### Book and Page Data

Book  
Page

Parcel Number: 226-23-027

Owner: PIERCE WENDY

Ownership Type: Owner

Mailing Address: 2022 MERRILL LN APT 14-F, BULLHEAD CITY, AZ 864427991

Site Address: 1795 E LIPAN BLVD, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$13,109	\$13,372	\$13,360
Improvement Value	\$111,862	\$118,225	\$129,045
Full Cash Value	\$124,971	\$131,597	\$142,405
Assessed Full Cash Value	\$12,497	\$13,160	\$14,241
Limited Valued	\$91,629	\$96,210	\$101,021
Assessed Limited Value	\$9,163	\$9,621	\$10,102
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0401	0401

### Description Information

Parcel Size	0.11 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 27 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1290	1
2019	Single Family Residential		2005 / 2005	1.00	1290	1
2018	Single Family Residential		2005 / 2005	1.00	1290	1

### Last Sale Information

Sale Price	\$97,000
Sale Date	01/22/2010
Recorded Instr Type	SWD
Fee Number	2010004052

### Book and Page Data

Book  
Page



Parcel Number: 226-23-028

Owner: FUHRMEISTER GARY L & MONICA A

Ownership Type: Community Property with Rights of Survivorship

Mailing Address: 1791 E LIPAN BLVD, FORT MOHAVE, AZ 864268875

Site Address: 1791 E LIPAN BLVD, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$13,032	\$13,292	\$13,281
Improvement Value	\$111,862	\$118,225	\$129,045
Full Cash Value	\$124,894	\$131,517	\$142,326
Assessed Full Cash Value	\$12,489	\$13,152	\$14,233
Limited Valued	\$91,629	\$96,210	\$101,021
Assessed Limited Value	\$9,163	\$9,621	\$10,102
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.11 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 28 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1290	1
2019	Single Family Residential		2005 / 2005	1.00	1290	1
2018	Single Family Residential		2005 / 2005	1.00	1290	1

### Last Sale Information

Sale Price	\$133,000
Sale Date	10/23/2015
Recorded Instr Type	WD
Fee Number	2015047030

### Book and Page Data

Book  
Page

Parcel Number: 226-23-029

Owner: BURDEN DENNIS B & ZOSIMA CPWRS

Ownership Type:

Mailing Address: 1787 E LIPAN BLVD, FORT MOHAVE, AZ 86426

Site Address: 1787 E LIPAN BLVD, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$13,032	\$13,292	\$13,281
Improvement Value	\$111,862	\$118,225	\$129,045
Full Cash Value	\$124,894	\$131,517	\$142,326
Assessed Full Cash Value	\$12,489	\$13,152	\$14,233
Limited Valued	\$91,629	\$96,210	\$101,021
Assessed Limited Value	\$9,163	\$9,621	\$10,102
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.11 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 29 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1290	1
2019	Single Family Residential		2005 / 2005	1.00	1290	1
2018	Single Family Residential		2005 / 2005	1.00	1290	1

### Last Sale Information

Sale Price	\$164,645
Sale Date	11/17/2004
Recorded Instr Type	WD
Fee Number	20040107655

### Book and Page Data

Book	3808
Page	751

Parcel Number: 226-23-030

Owner: TURNER SCHUYLER C

Ownership Type: Owner

Mailing Address: 1783 E LIPAN BLVD, FORT MOHAVE, AZ 864268875

Site Address: 1783 E LIPAN BLVD, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$13,079	\$13,341	\$13,329
Improvement Value	\$117,724	\$124,410	\$136,092
Full Cash Value	\$130,803	\$137,751	\$149,421
Assessed Full Cash Value	\$13,080	\$13,775	\$14,942
Limited Valued	\$95,382	\$100,151	\$105,158
Assessed Limited Value	\$9,538	\$10,015	\$10,516
Value Method	Market	Market	Market
Exempt Amount	\$3,894	\$0	\$0
Exempt Type	Disabled Exemption-LPV		
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.11 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 30 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1381	1
2019	Single Family Residential		2005 / 2005	1.00	1381	1
2018	Single Family Residential		2005 / 2005	1.00	1381	1

### Last Sale Information

Sale Price	\$159,900
Sale Date	11/01/2018
Recorded Instr Type	WD
Fee Number	2018054590

### Book and Page Data

Book  
Page

Parcel Number: 226-23-031

Owner: JUNG DANIEL R JT 50

Ownership Type:

Mailing Address: 28132 STONINGTON LN, SAUGUS, CA 91350

Site Address: 1777 E LIPAN BLVD, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$14,457	\$14,746	\$14,733
Improvement Value	\$111,862	\$118,225	\$129,045
Full Cash Value	\$126,319	\$132,971	\$143,778
Assessed Full Cash Value	\$12,632	\$13,298	\$14,378
Limited Valued	\$91,629	\$96,210	\$101,021
Assessed Limited Value	\$9,163	\$9,621	\$10,102
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0401	0401	0401

### Description Information

Parcel Size	0.13 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 31 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1290	1
2019	Single Family Residential		2005 / 2005	1.00	1290	1
2018	Single Family Residential		2005 / 2005	1.00	1290	1

### Last Sale Information

Sale Price  
Sale Date  
Recorded Instr Type  
Fee Number

### Book and Page Data

Book  
Page

Parcel Number: 226-23-032

Owner: GUTIERREZ BALDWIN & PULVERA ANASTACIO A JR

Ownership Type: Community Property with Rights of Survivorship

Mailing Address: 1773 E LIPAN BLVD, FORT MOHAVE, AZ 864268875

Site Address: 1773 E LIPAN BLVD, FORT MOHAVE 86426

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$13,065	\$13,326	\$13,315
Improvement Value	\$113,554	\$120,951	\$132,198
Full Cash Value	\$126,619	\$134,277	\$145,513
Assessed Full Cash Value	\$12,662	\$13,428	\$14,552
Limited Valued	\$93,504	\$98,179	\$103,088
Assessed Limited Value	\$9,351	\$9,818	\$10,309
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.11 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOT 32 223-61-226D & 229(223-93-001 THRU 032) FOR TAX YR 2003

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2003 / 2003	1.00	1357	1
2019	Single Family Residential		2003 / 2003	1.00	1357	1
2018	Single Family Residential		2003 / 2003	1.00	1357	1

### Last Sale Information

Sale Price	\$146,000
Sale Date	12/13/2017
Recorded Instr Type	WD
Fee Number	2017060204

### Book and Page Data

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

**Statement of Facts**

**EXHIBIT G**

Parcel Number: 226-13-007A

Owner: RINDHED DESIREE

Ownership Type: Owner

Mailing Address: 10744 GREY CLOUD ISLAND DR S, SAINT PAUL PARK, MN 550711139

Site Address: 5895 S DESERT LAKES DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year		2019	2020
Tax Area		1621	1621
Land Value		\$40,847	\$28,292
Improvement Value		\$136,913	\$172,228
Full Cash Value		\$177,760	\$200,520
Assessed Full Cash Value		\$17,776	\$20,052
Limited Valued		\$154,448	\$162,047
Assessed Limited Value		\$15,445	\$16,204
Value Method		Market	Market
Exempt Amount		\$0	\$0
Exempt Type			
Assessor Use Code		0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio		10.0	10.0
Property Class		0401	0401

### Description Information

Parcel Size	0.32 acres
Township	19N
Range	22W
Section	35
T19N R22W SEC.35 DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B BLK F, LTS 15 & 16 CONT. 13,772 SQFT .316 AC 226-13-006 & 007 (226-13-007A). TY 2019	

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2003 / 2003	1.00	1579	1
2019	Single Family Residential		2003 / 2003	1.00	1579	1

### Last Sale Information

Sale Price  
Sale Date  
Recorded Instr Type  
Fee Number

### Book and Page Data

Book  
Page

### Sales History

Owner	Sale Date	Book Type	Page	Quality	Improvements	Sale Price
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Parcel Number: 226-13-054

Owner: MARTINEAU GREGORY W & LINDA S

Ownership Type: Community Property with Rights of Survivorship

Mailing Address: 1948 E FAIRWAY DR, FORT MOHAVE, AZ 864268873

Site Address: 1948 E FAIRWAY DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$20,499	\$17,425	\$18,019
Improvement Value	\$131,036	\$132,992	\$147,932
Full Cash Value	\$151,535	\$150,417	\$165,951
Assessed Full Cash Value	\$15,154	\$15,042	\$16,595
Limited Valued	\$128,308	\$134,723	\$141,459
Assessed Limited Value	\$12,831	\$13,473	\$14,146
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.15 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK F LOT 63 CONT 6369 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2004 / 2004	1.00	1529	1
2019	Single Family Residential		2004 / 2004	1.00	1529	1
2018	Single Family Residential		2004 / 2004	1.00	1529	1

### Last Sale Information

Sale Price	\$175,500
Sale Date	09/28/2017
Recorded Instr Type	WD
Fee Number	2017046592

### Book and Page Data

Book  
Page

### Sales History



Parcel Number: 226-13-055

Owner: HAUGEN JAMES & JANE TRUSTEES

Ownership Type:

Mailing Address: 15729 BIRCHWOOD ST, LA MIRADA, CA 90638

Site Address: 1952 E FAIRWAY DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$20,499	\$17,425	\$18,019
Improvement Value	\$131,036	\$132,992	\$147,932
Full Cash Value	\$151,535	\$150,417	\$165,951
Assessed Full Cash Value	\$15,154	\$15,042	\$16,595
Limited Valued	\$128,308	\$134,723	\$141,459
Assessed Limited Value	\$12,831	\$13,473	\$14,146
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0402	0402	0402

### Description Information

Parcel Size	0.15 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK F LOT 64 CONT 6369 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2004 / 2004	1.00	1529	1
2019	Single Family Residential		2004 / 2004	1.00	1529	1
2018	Single Family Residential		2004 / 2004	1.00	1529	1

### Last Sale Information

Sale Price	\$132,000
Sale Date	12/10/2010
Recorded Instr Type	WD
Fee Number	2010071913

### Book and Page Data

Book  
Page

### Sales History

Parcel Number: 226-13-058

Owner: HAUGEN JAMES A & JANE M TRUSTEES

Ownership Type:

Mailing Address: 15729 BIRCHWOOD ST, LA MIRADA, CA 90638

Site Address: 1968 E FAIRWAY DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$20,499	\$17,425	\$18,019
Improvement Value	\$135,224	\$137,173	\$151,993
Full Cash Value	\$155,723	\$154,598	\$170,012
Assessed Full Cash Value	\$15,572	\$15,460	\$17,001
Limited Valued	\$130,055	\$136,558	\$143,386
Assessed Limited Value	\$13,006	\$13,656	\$14,339
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0401	0401	0401

### Description Information

Parcel Size	0.15 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK F LOT 67 CONT 6369 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1583	1
2019	Single Family Residential		2005 / 2005	1.00	1583	1
2018	Single Family Residential		2005 / 2005	1.00	1583	1

### Last Sale Information

Sale Price
Sale Date
Recorded Instr Type
Fee Number

### Book and Page Data

Book
Page

### Sales History

Parcel Number: 226-13-064

Owner: SHAFFER ROBERT A & JACQUELYN M

Ownership Type: Community Property with Rights of Survivorship

Mailing Address: 5931 S DESERT LAKES DR, FORT MOHAVE, AZ 864269105

Site Address: 5931 S DESERT LAKES DR, FORT MOHAVE 86427

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$20,128	\$17,109	\$17,692
Improvement Value	\$154,288	\$155,967	\$168,739
Full Cash Value	\$174,416	\$173,076	\$186,431
Assessed Full Cash Value	\$17,442	\$17,308	\$18,643
Limited Valued	\$146,066	\$153,369	\$161,038
Assessed Limited Value	\$14,607	\$15,337	\$16,104
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.14 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK F LOT 73 CONT 6173 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2005 / 2005	1.00	1583	1
2019	Single Family Residential		2005 / 2005	1.00	1583	1
2018	Single Family Residential		2005 / 2005	1.00	1583	1

### Last Sale Information

Sale Price	\$215,500
Sale Date	01/08/2018
Recorded Instr Type	WD
Fee Number	2018001089

### Book and Page Data

Book  
Page

### Sales History

Parcel Number: 226-13-051

Owner: REES LEWIS & DOLORES JT

Ownership Type:

Mailing Address: 1926 E FAIRWAY DR, FORT MOHAVE, AZ 86426

Site Address: 1926 E FAIRWAY DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$19,796	\$16,827	\$17,401
Improvement Value	\$127,719	\$130,147	\$143,303
Full Cash Value	\$147,515	\$146,974	\$160,704
Assessed Full Cash Value	\$14,752	\$14,698	\$16,070
Limited Valued	\$127,815	\$134,206	\$140,916
Assessed Limited Value	\$12,781	\$13,421	\$14,092
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.14 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK F LOT 60 CONT 6000 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2003 / 2003	1.00	1452	1
2019	Single Family Residential		2003 / 2003	1.00	1452	1
2018	Single Family Residential		2003 / 2003	1.00	1452	1

### Last Sale Information

Sale Price  
Sale Date  
Recorded Instr Type  
Fee Number

### Book and Page Data

Book  
Page

### Sales History

Parcel Number: 226-13-123

Owner: TONTILLO SHIRLEY

Ownership Type:

Mailing Address: 1865 E FAIRWAY CT, FORT MOHAVE, AZ 86426

Site Address: 1865 E FAIRWAY CT, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$18,226	\$18,591	\$18,575
Improvement Value	\$104,053	\$111,868	\$122,989
Full Cash Value	\$122,279	\$130,459	\$141,564
Assessed Full Cash Value	\$12,228	\$13,046	\$14,157
Limited Valued	\$92,550	\$97,178	\$102,037
Assessed Limited Value	\$9,255	\$9,718	\$10,204
Value Method	Market	Market	Market
Exempt Amount	\$3,894	\$3,965	\$3,783
Exempt Type	Widow Exemption-LPV	Widow Exemption-LPV	Widow Exemption-LPV
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.20 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK G LOT 22 CONT 8519 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2001 / 2001	1.00	1316	1
2019	Single Family Residential		2001 / 2001	1.00	1316	1
2018	Single Family Residential		2001 / 2001	1.00	1316	1

### Last Sale Information

Sale Price  
Sale Date  
Recorded Instr Type  
Fee Number

### Book and Page Data

Book  
Page

### Sales History

Parcel Number: 226-13-103

Owner: HESS ROBERT E JR & BRITTNIE C

Ownership Type: Community Property with Rights of Survivorship

Mailing Address: 1875 E FAIRWAY DR, FORT MOHAVE, AZ 864268831

Site Address: 1875 E FAIRWAY DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$14,991	\$15,291	\$15,278
Improvement Value	\$122,388	\$130,120	\$140,235
Full Cash Value	\$137,379	\$145,411	\$155,513
Assessed Full Cash Value	\$13,738	\$14,541	\$15,552
Limited Valued	\$105,677	\$110,961	\$116,509
Assessed Limited Value	\$10,568	\$11,096	\$11,651
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0401	0301	0301

### Description Information

Parcel Size	0.14 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK G LOT 2 CONT 6100 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2004 / 2004	1.00	1397	1
2019	Single Family Residential		2004 / 2004	1.00	1397	1
2018	Single Family Residential		2004 / 2004	1.00	1397	1

### Last Sale Information

Sale Price	\$199,950
Sale Date	05/21/2019
Recorded Instr Type	WD
Fee Number	2019026933

### Book and Page Data

Book  
Page

### Sales History

Parcel Number: 226-13-104

Owner: TSEKO PAUL R JR & AMY L

Ownership Type: Community Property with Rights of Survivorship

Mailing Address: 1881 E FAIRWAY DR, FORT MOHAVE, AZ 864268831

Site Address: 1881 E FAIRWAY DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$16,131	\$16,454	\$16,440
Improvement Value	\$122,388	\$130,120	\$140,235
Full Cash Value	\$138,519	\$146,574	\$156,675
Assessed Full Cash Value	\$13,852	\$14,657	\$15,668
Limited Valued	\$105,677	\$110,961	\$116,509
Assessed Limited Value	\$10,568	\$11,096	\$11,651
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0133-SFR-010-3 RURAL SUBDIV	0133-SFR-010-3 RURAL SUBDIV	0133-SFR-010-3 RURAL SUBDIV
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0301	0301

### Description Information

Parcel Size	0.16 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK G LOT 3 CONT 6914 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2004 / 2004	1.00	1397	1
2019	Single Family Residential		2004 / 2004	1.00	1397	1
2018	Single Family Residential		2004 / 2004	1.00	1397	1

### Last Sale Information

Sale Price	\$255,000
Sale Date	06/27/2006
Recorded Instr Type	WD
Fee Number	2006065811

### Book and Page Data

Book	6334
Page	127

### Sales History

Parcel Number: 226-13-195

Owner: GOMES ROBERT & ANNE JT ETAL

Ownership Type:

Mailing Address: 1772 N AZURE ST, ANAHEIM, CA 92807

Site Address: 1955 E DESERT GREENS LN, FORT MOHAVE 86427

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$14,847	\$15,144	\$15,131
Improvement Value	\$98,914	\$108,477	\$120,228
Full Cash Value	\$113,761	\$123,621	\$135,359
Assessed Full Cash Value	\$11,376	\$12,362	\$13,536
Limited Valued	\$89,452	\$93,925	\$98,621
Assessed Limited Value	\$8,945	\$9,393	\$9,862
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0401	0401

### Description Information

Parcel Size	0.14 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK I LOT 18 CONT 6000 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		1997 / 1997	1.00	1381	1
2019	Single Family Residential		1997 / 1997	1.00	1381	1
2018	Single Family Residential		1997 / 1997	1.00	1381	1

### Last Sale Information

Sale Price	\$219,000
Sale Date	05/08/2007
Recorded Instr Type	JT
Fee Number	2007042336

### Book and Page Data

Book	6787
Page	991

### Sales History



Parcel Number: 226-13-174

Owner: RYBURN BILLY M

Ownership Type:

Mailing Address: 3460 S LELAND ST, SAN PEDRO, CA 90731

Site Address: 1979 E DESERT DR, FORT MOHAVE

	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$25,612	\$21,770	\$22,513
Improvement Value	\$167,913	\$168,301	\$176,174
Full Cash Value	\$193,525	\$190,071	\$198,687
Assessed Full Cash Value	\$19,352	\$19,007	\$19,868
Limited Valued	\$162,158	\$170,265	\$178,779
Assessed Limited Value	\$16,216	\$17,026	\$17,878
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	0141-SFR-010-4 URBAN-SUBDIVID	0141-SFR-010-4 URBAN-SUBDIVID	0141-SFR-010-4 URBAN-SUBDIVID
Assessment Ratio	10.0	10.0	10.0
Property Class	0301	0401	0401

### Description Information

Parcel Size	0.21 acres
Township	19N
Range	22W
Section	35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK H LOT 65 CONT 9319 SQ FT

### Improvement Data

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #
2020	Single Family Residential		2017 / 2017	1.00	1361	1
2019	Single Family Residential		2017 / 2017	1.00	1361	1
2018	Single Family Residential		2017 / 2017	1.00	1361	1

### Last Sale Information

Sale Price  
Sale Date  
Recorded Instr Type  
Fee Number

### Book and Page Data

Book  
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### Sales History