

## AFFIDAVIT

Comes now, your affiant, the Defendant, MEHDI AZARMI, and upon his oath, states and alleges as follows:

1. Your affiant is the Vice President of Defendant, Fairway Constructors, Inc., an Arizona corporation, and has been Vice President since on or about August 16, 1991.

2. Fairway Constructors, Inc., has constructed in excess of 900 homes in the Fort Mohave, Mohave Valley and Bullhead City area between 1990 to the present.

3. That your affiant, through Defendant, Fairway Constructors, Inc., has built homes in the various Desert Lakes Golf Course and Estates different subdivisions including 17 in Desert Lakes Golf Course and Estates Tract 4076-B during the company's licensing period over the past 29 years. We have not built any homes in Desert Lakes Golf Course and Estates Tract 4163 nor have we built any homes in Desert Lakes Golf Course and Estates Tract 4076-D. Of the 186 homes that have been built in these three subdivisions, Defendant, Fairway Constructors, Inc., has built .09139785% (17÷186) of the homes over the past 29 years.

4. That your affiant beginning at least as early as 1992 attempted to determine if there was any type of active Architectural Control Committee or any type of oversight by a homeowners association, committee of homeowners, or other type of entity or individuals to whom plans, waiver and variance requests as contemplated in the subdivisions' CC&Rs could or should be presented. This inquiry precipitated out of the fact that there were at that early point in time many homes built into the rear setback, multiple different types of golf course fences, gates onto the golf course, homes of what appear to be very small square footage, "for sale" and development signs on many unimproved lots and similar types of construction throughout the project. Your Affiant found no success in his search effort for answers to these questions. Informally and by word of mouth and only after viewing the significant development that had already taken place in Tract 4076-B, it was clearly obvious that the covenants that had been recorded by the original developers in 1989 and the original named "Committee of Architecture" set up under Article 1 of the CC&Rs had been and was continuing to be fully ignored and forsaken. The original named committee per Article 1 of the subject CC&Rs terms had expired and had disbanded, and no others had apparently been willing to serve on a committee including any general homeowners or lot owners by the date of expiration of the original Committee on January 31, 1991 (one year subsequent to the issuance of the original Arizona Statement Department of Real Estate Subdivision Public Report per **Exhibit A** to this Affidavit, and in accord with the provisions of the CC&Rs recorded December 18, 1989 at Fee No. 89-67669 in the Official Records of Mohave County, on pg. 2, lines 7-9, as reflected in **Exhibit B** to this Affidavit).

5. That your affiant's company, well prior to affiant's initial construction in Tract 4076-B, understood that the subdivision was being regulated exclusively by the then applicable UBC (Uniform Building Code) or its various predecessors or successors as was adopted from time to time by Mohave County, Arizona. It was further readily apparent from a visual review of this subdivision that by 1992 the vast majority of specific CC&R provisions such as the rear yard setback of the golf course lots had uniformly been ignored. Projections into the rear yard in accord with Mohave County Land Use Ordinance regulations had been the rule that was followed by the majority of the multiple general residential contractors and owner builders building or owning lots in Tract 4076-B and/or its derivative that at the time existed (as of 1990) Tract 4076-D.

**Affidavit of Mehdi Azarmi (continued)**

6. Your affiant knows of no known record of any type, initiated or taken, by the originally named architectural committee in 1989 or at any time thereafter and that multiple owner builders and licensed general contractors have built within Desert Lakes Golf Course and Estates Tract 4076-B throughout the past 30 years in contradiction of virtually every material provision set forth in the 1989 covenants and in complete, continuous, constant and unrestricted disregard of the recorded CC&Rs (**Exhibit B**).

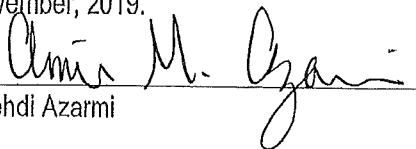
7. Your affiant further became aware that no specific type of fencing in particular on golf course rear yards had been placed into practice and concrete block, wire, steel/wrought iron of various height, shape and color had been used and in some instances owners utilized at least in part chain link fencing. In many instances no rear yard fencing of any type was installed. Finally, the majority of the homes that did have a rear yard fence of some type had erected or built gate access directly to the golf course. In most but not all homes built by your affiant's company, your affiant did not build any fencing in conjunction with the home as most owner clients of affiant chose to address the rear yard fence issue on their own and ultimately did so.

8. That beginning in the mid 1990s, and consistently thereafter, a significant number of realtors, owners, owner-builders, installed "for sale," "will build," and other marketing signage throughout Tract 4076-B and Tract 4076-D. The practice continues today, without objection until the present litigation. This practice has occurred continuously for at least 25 to perhaps 29 years.

9. That as a builder and developer of single family residences, your affiant alleges that should the major provisions of the 1989 CC&Rs (**Exhibit B**) be reactivated after an almost 30 year abandonment and given the fact that the existing build-out exceeds 75%, the impact on these subdivisions and particularly regarding each of the owners of the remaining unimproved lots (approximately 60) will be materially and negatively impacted as they will, for all practical purposes, be unable to build a covered patio in their rear yard despite the fact that the vast majority of existing golf course homes have capitalized on that benefit as have all other subdivisions in the area.

10. Simply stated, the covenants that were recorded in December 1989 have not been enforced from the outset, have been clearly ignored since at least 1991 and the abandonment has continued throughout the ±30 year history of these subdivisions without known complaint from any interested entity or owner until the filing of this litigation almost 30 years subsequent to the subdivision's CC&R recordation.

Further, your affiant sayeth not, this 15<sup>th</sup> day of November, 2019.

  
Mehdi Azarmi

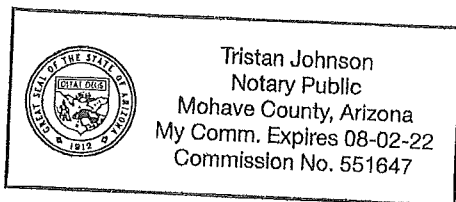
**Notarization on Following Page**

Affidavit of Mehdi Azarmi (continued)

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MOHAVE        )

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 15 day of November, 2019, by Mehdi Azarmi, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



\_\_\_\_\_  
Notary Public,  
My Commission Expires: 8-2-22

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

**Affidavit of Mehdi Azarmi**

**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 18F" 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

REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
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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 ground-water 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 it's 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 recorded 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 accord-
	ing 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</u>	TOTAL

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**

**Affidavit of Mehdi Azarmi**

**EXHIBIT B**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-B

MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 28th day of December, 1989, by LAWYERS FIRM AGENCY, INC., an Arizona Corporation, as Trustee, under Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as the trustee for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 18 day of December, 1989 at Fee No. 87-61627, 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 RONALDI, FRANK PASSANTINO AND STERLING VANNER 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 8058 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 air-conditioning 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 highways 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 thereon 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 Lippitt Boulevard, as the case may be, but rather shall have vehicular access from the twenty-four foot (24') access easement as depicted on the plat. No automobiles, motorcycles, bicycles or other vehicles shall be parked in said access easement.

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

walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') black in color which shall continue along the side lot line for a distance of fifteen feet (15'). Access to the golf course from lots adjacent to the golf course is prohibited.

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

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

By Robert F. Douglass

Title: Trust Officer

STATE OF ARIZONA

SS

COUNTY OF MOHAVE

On this, the 6th day of December, 1989, before me the undersigned officer, personally appeared ROBERT F. 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, 1991

Robert F. Douglass  
Notary Public



STATE OF ARIZONA  
COUNTY OF MOHAVE

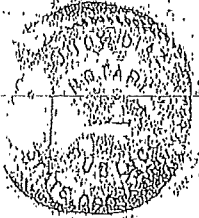
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On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK PASSANTINO, Secretary of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT LAKES DEVELOPMENT, a Delaware Limited 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 May 30, 1990.

*Judith A. ...*  
Notary Public



INDEX MISCELLANEOUS

PROOFED

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RECORDED IN OFFICIAL RECORDS  
OF MOHAVE COUNTY, ARIZONA  
DEC 13 '89 48 00 AM  
Maha ... County Recorder  
REC 11/02 Pgs 7/7

