

AFFIDAVIT

Comes now, your affiant, ROBERT L. MORSE, and upon his oath, states and alleges as follows:

1. Your affiant is licensed through the Arizona State Board of Technical Registration, Civil Engineer License No. 14395 and Registered Land Surveyor License No. 16581. The subject licensure has been continuously maintained since 1982 and 1984, respectively, through the present.

2. Your affiant completed visual and survey review of the properties located at 1795 East Lipan Circle (Lot 10) and 1803 E. Lipan Circle (Lots 8 and 9), Desert Lakes Golf Course & Estates Tract 4163, on the 30th day of December, 2015, and again more recently visited the adjacent property located at 1795 E. Lipan Circle on September 19, 2019.

3. Your affiant has reviewed **Exhibit A**, attached, survey of Lots 8 and 9 of Desert Lakes Golf Course & Estates Tract 4163 completed by Registered Land Surveyor Lance C. Dickson on or about October 9, 2015.

4. Referenced on **Exhibit A** is the ownership of the subject property "William" and "Nancy" Knight.

5. Lance C. Dickson is a Registered Land Surveyor holding Arizona State Board of Technical Registration License No. 46643.

6. Your affiant has reviewed the attached **Exhibit A** and has found the points along the left (northwesterly) property line separating the Knight residence from the neighboring property is 4.60 feet and the distance from the southeasterly corner of the Knight residence to the outside of the block wall is 4.25 feet (please refer to enlarged print reflecting these measurements in attached **Exhibit A1**).

7. The covered patio of the Knight residence at its closest point to the golf course (rear yard setback) is approximately 8.5 feet. (See on ground photograph attached as **Exhibit E**.)

8. Your affiant has reviewed the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Desert Lakes Golf Course & Estates 4076-B dated December 6, 1989, and recorded December 18, 1989 at in the Official Records of Mohave County, Arizona, at Fee No. 89-67670, for Tract 4076-B ("CC&Rs"), the underlying original subdivision out of which Tract 4163 was created via an abandonment of Tract 4076-B and the resubdivision of Parcel VV and Parcel WW of Tract 4076-B now known as Tract 4163.

9. Paragraph 6 of Tract 4076-B CC&Rs (**Exhibit B**) prohibit construction and/or construction projections within 20 feet of the rear property line of any homes/lots within Tract 4076-B, and further prohibits any protrusion of a home within 5 feet of the side yard setback.

10. The Knight residence (Lots 8 and 9) is in violation of the Tract 4076-B restrictions above referenced in both the side yard restriction and significantly (8.5 feet) in regard to the rear yard CC&R setback that require a minimum of 20 feet.

11. Your affiant had occasion to photograph the rear yard fence at the Knight residence located on Lots 8 and 9, Tract 4163, Desert Lakes Golf Course & Estates on the 19th day of September, 2019, and attaches hereto a copy of photographs (**Exhibits C, D, E and F**), each of which reflect the fact that a combination 8x8x16 concrete masonry units (concrete blocks) and wrought iron fence, white in color, with a finished height of 5 feet 4 inches has been constructed across the rear yard (parallel to the golf course) and to an approximate distance of 15 feet along the side yard of the Knight residence. In addition, the subject property has a secondary chain link fence along each side yard 30 feet long and 15 feet high above ground level (**Exhibit G**).

12. The measured height from exterior grade level to the top of the subject fence, concrete and wrought iron portion of the white fence is 5 feet 4 inches.

13. The CC&Rs, in paragraph 8, state:

"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." (Emphasis supplied.)

14. Paragraph 5 of the Tract 4076-B CC&Rs (**Exhibit B**), in pertinent part, states:

"... no exposed radio, radio-telephone, television or microwave receiving or transmitting antennas, masts or dishes; ..."

15. Attached is **Exhibit H** depicting the Knight residence exterior including a dish receiver as the same appeared on September 19, 2019, to your affiant.

16. In sum, the conditions noted by your affiant on or about the 30th day of December, 2015, and subsequently on September 19, 2019, at approximately 11:20 to 11:45 a.m. regarding the Knight residence versus the 1989 CC&Rs applicable to the Tract 4076-B subdivision are as follows:

a. The side yard setback of 5 feet minimum required is in violation, as built actual 4.60 feet and further reduced as the Knight residence structure approaches the rear yard to 4.25 feet;

b. Your affiant has also received a statement by Mrs. Knight wherein she admits in writing that her home is closer than the CC&R required 5 feet from the side yard property line. See **Exhibit I**.

c. The rear yard minimum setback for any building and projection of 20 feet is in violation as the actual projection of the Knight residence into the rear yard is to a distance of approximately 8.5 feet;

d. Wrought iron fencing is required 15 feet from the rear property line along each side yard and parallel to the golf course, black in color and is limited to a maximum of 5 feet in height. Actual for the Knight residence, the fence is a combination of concrete block, wrought iron and chain link, white in color, with chain link measuring to 15 vertical feet in height. The use of chain link is specifically prohibited.

e. Roof mounted dish antennas are prohibited. Knight residence is equipped with a roof mounted dish antenna.

Further, your affiant sayeth not, this 24th day of September, 2019.

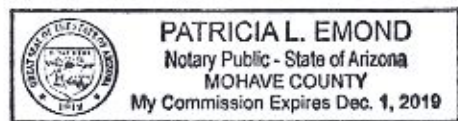

Robert L. Morse, P.E., R.L.S.

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 24th day of September, 2019, by Robert L. Morse, 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: 12-1-2019



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

Affidavit of Robert L. Morse

EXHIBIT A

RECORD OF SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 19 NORTH, RANGE 22 WEST OF THE SILLA
AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA.



LEGAL DESCRIPTION:

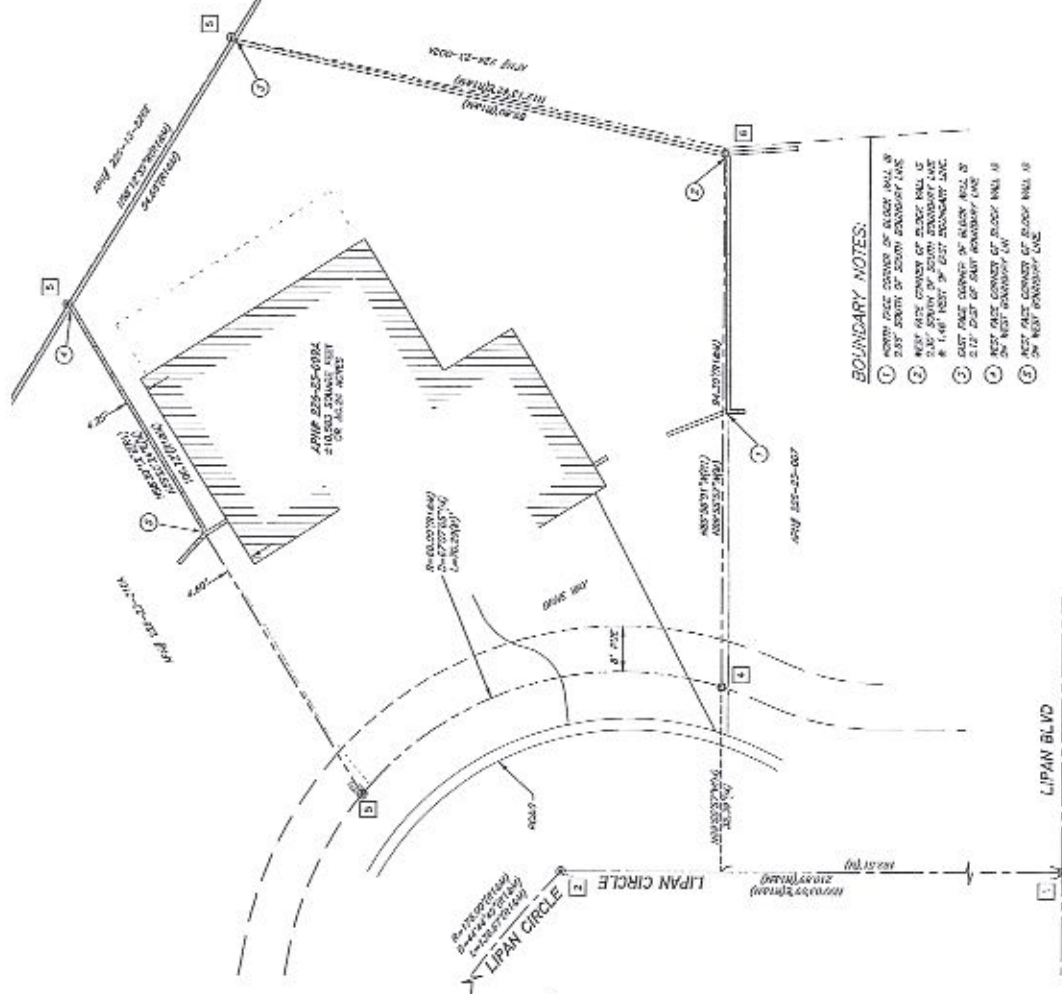
SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST OF THE SILLA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA.

MONUMENT NOTES:

- ALL MONUMENTS SHOWN HEREBY ARE ACCURATE UNLESS OTHERWISE NOTED
- 1 FOUND BRASS 6" DIA. IRON
- 2 FOUND COTTON ROPEY SPINDLE
- 3 FOUND COTTON ROPEY SPINDLE
- 4 SET 1/2" IRON WITH CAP
- 5 FOUND 1/2" IRON WITH CAP
- 6 SET 1/2" IRON WITH CAP
- 7 SET 1/2" IRON WITH CAP

LEGEND:

- BOUNDARY LINE
- BOUNDARY LINE
- GREENWAY LINE
- ALIENATION PROPERTY
- ROAD OVERLAY
- BLOCK WALL
- SET 1/2" IRON WITH CAP
- FOUND MONUMENT AS NOTED
- CALCULATED POINT NOTING FOUND AND MISSING SET
- BIRTH MARK
- BATTERY JUNCTION BOX
- AIRCRAFT LIGHT
- RECORDING DATE
- MOHAVE COUNTY RECORDS
- WALL MARK & BATTERY
- PUBLIC UTILITY EASEMENT
- ADJACENT'S WALL (MARKER)
- MONUMENT DATE
- BOUNDARY NOTE



BOUNDARY NOTES:

- 1 NORTH FACE CORNER OF BLOCK WALL IS 200' SOUTH OF 200W BOUNDARY LINE
- 2 WEST FACE CORNER OF BLOCK WALL IS 100' WEST OF 200W BOUNDARY LINE
- 3 EAST FACE CORNER OF BLOCK WALL IS 100' EAST OF 200W BOUNDARY LINE
- 4 WEST FACE CORNER OF BLOCK WALL IS 200' WEST OF 200W BOUNDARY LINE
- 5 WEST FACE CORNER OF BLOCK WALL IS 200' WEST OF 200W BOUNDARY LINE

RECORD OWNER:

APRIL 25-26-09-04
210x30x30x30
JAMES G. GARDNER
JAMES G. GARDNER
JAMES G. GARDNER
JAMES G. GARDNER
JAMES G. GARDNER
JAMES G. GARDNER

REFERENCE DATA:

THIS SURVEY IS SUPERSEDED BY THE FOLLOWING RECORD INFORMATION:
(1) COUNTY LOTS GOLF COURSE & COUNTRY CLUB, MAY 1, 1987, 416, AS RECORDED IN BOOK 22 OF RANGE 22 WEST OF THE SILLA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA.

BASIS OF BEARING:

ALL BEARINGS ARE TRUE UNLESS OTHERWISE NOTED. THE BEARING OF ALL SIDES OF THIS SURVEY WAS DETERMINED BY MEANS OF A TOTAL STATION. THE BEARING OF ALL SIDES OF THIS SURVEY WAS DETERMINED BY MEANS OF A TOTAL STATION.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED UNDER THE AUTHORITY OF A TITLE CONTRACT.
2. EVERY DOCUMENT OF RECORD RECORDED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. AN ABSTRACT OF TITLE, ANY TITLE INSURANCE POLICY, OR ANY OTHER INSTRUMENT OF RECORD RECORDED IN MOHAVE COUNTY RECORDS, WHICH MAY AFFECT OR BE AFFECTED BY THIS SURVEY, SHALL BE REVIEWED BY THE SURVEYOR AND THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.
3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY RECORDS AND HAS DETERMINED THAT THE SURVEY IS ACCURATE AND CORRECT.
4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY RECORDS AND HAS DETERMINED THAT THE SURVEY IS ACCURATE AND CORRECT.
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RECORDER'S CERTIFICATE:

PLANNED AND APPROVED AT THE REQUEST OF _____
DATE: _____ 2015 RECORDS OF MOHAVE COUNTY, ARIZONA
BY: _____ COUNTY RECORDER
RECEPTION NO. _____

SURVEYOR'S STATEMENT:

I, JAMES G. GARDNER, BEING A LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE INSTRUMENTS BEING REFERRED TO IN THIS SURVEY ARE TRUE AND CORRECT AND THAT THE INSTRUMENTS BEING REFERRED TO IN THIS SURVEY ARE TRUE AND CORRECT.



JAMES G. GARDNER, RLS #12345, DATE: _____



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

Affidavit of Robert L. Morse

EXHIBIT A1

RECORD OF SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 19 NORTH, RANGE 22 WEST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA.

RECORD 0
APN# 226-23-009A
PROPERTY ADDRESS
WILLIAM & NANCY A
1803 E LIPAN CIR
FORT MOHAVE, ARIZ
MAILING ADDRESS
1803 E LIPAN CIR
FORT MOHAVE, ARIZ

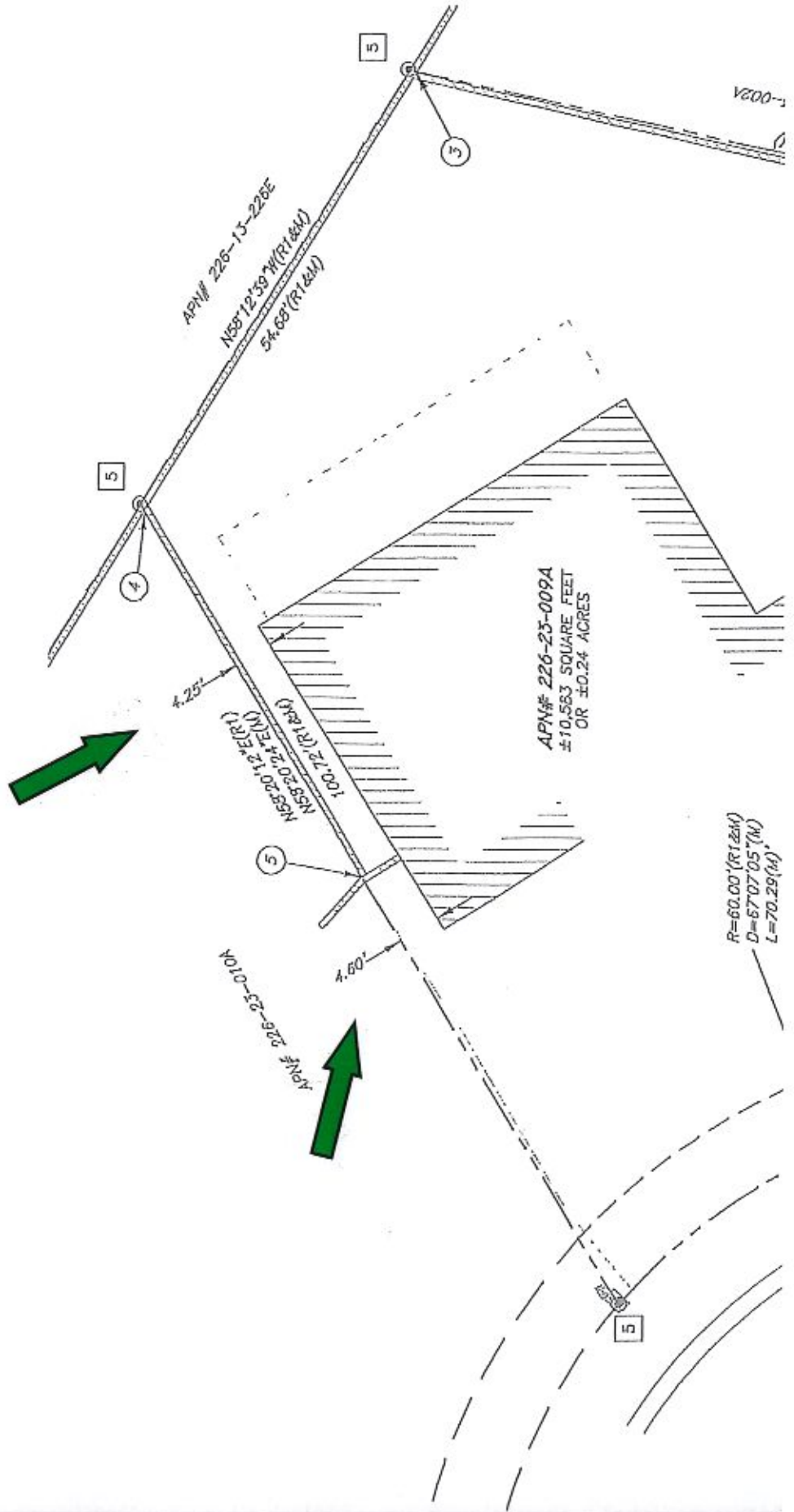
REFERENCE
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FOLLOWING RECORD

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

Affidavit of Robert L. Morse

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DESERT LAKES GOLF COURSE & ESTATES 4076-B

MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 18 day of December, 19 89 at Fee No. 89-67667, 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 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 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 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 Lippan Boulevard, as the case may be, but rather shall have vehicular access from the twenty-four foot (24') access easement as depicted on the plat. No automobiles, motorcycles, bicycles or other vehicles shall be parked in said access easement.

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

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

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

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

11. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owners, declarant, or its successors 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 "5" 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; sock crushing, or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.

18. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots or 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 Mr. Robert P. Douglass
Title: Trust Officer

By Frank J. [Signature]

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

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On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK PASCANTINO, 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.

Judy J. Dea
Notary Public



INDEX MISCELLANEOUS

PROOFED

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



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

Affidavit of Robert L. Morse

EXHIBIT C

Knight rear yard
block wall · white · wrought iron · chain link fence



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

Affidavit of Robert L. Morse

EXHIBIT D

Knight rear yard
block wall - white - wrought iron - chain link fence



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

Affidavit of Robert L. Morse

EXHIBIT E



Knight rear yard
fence - covered patio

Closest point of house to
rear property line is 8.5 feet

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

Affidavit of Robert L. Morse

EXHIBIT F

Knight rear yard
block wall · white · wrought iron · chain link fence

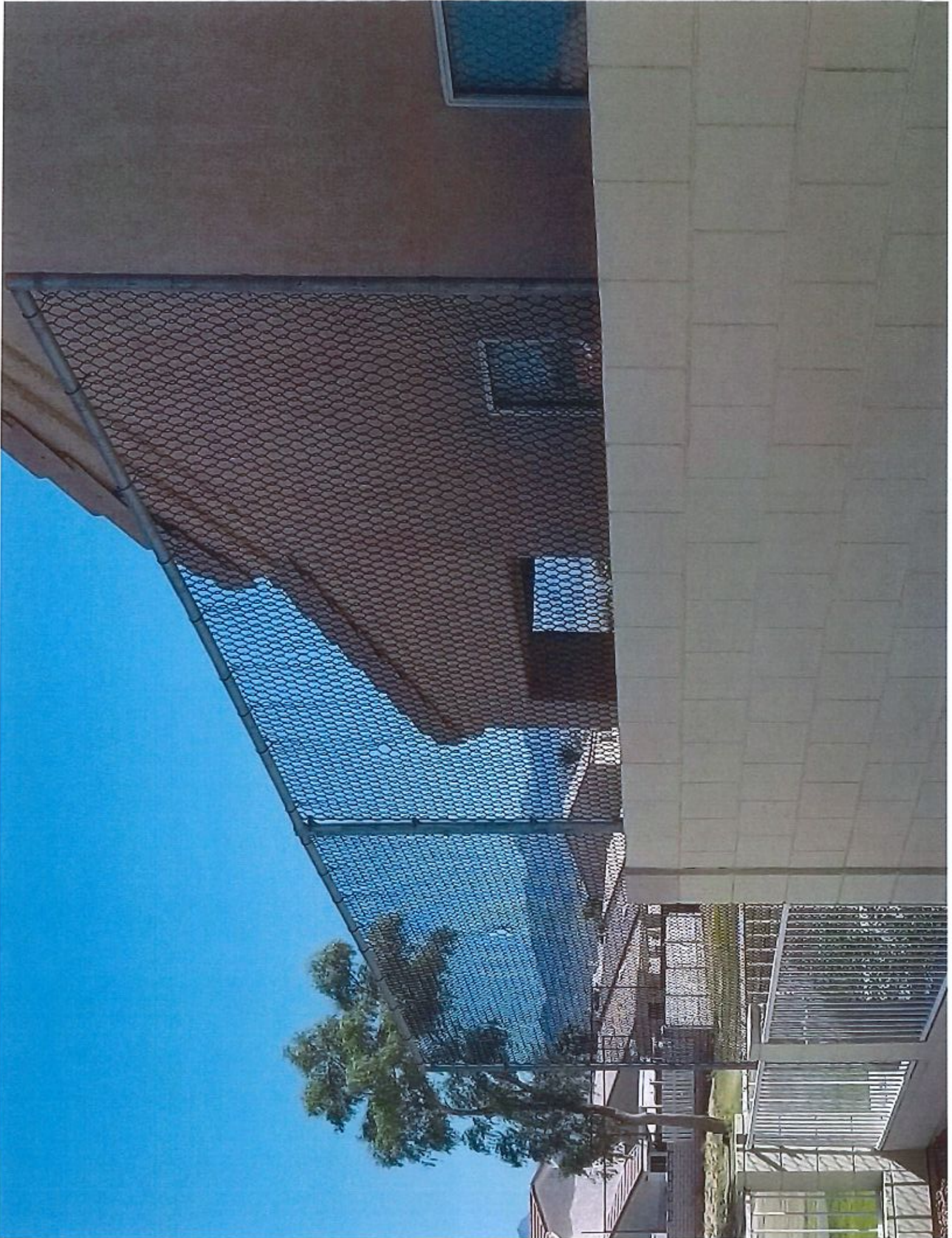


Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

Affidavit of Robert L. Morse

EXHIBIT G



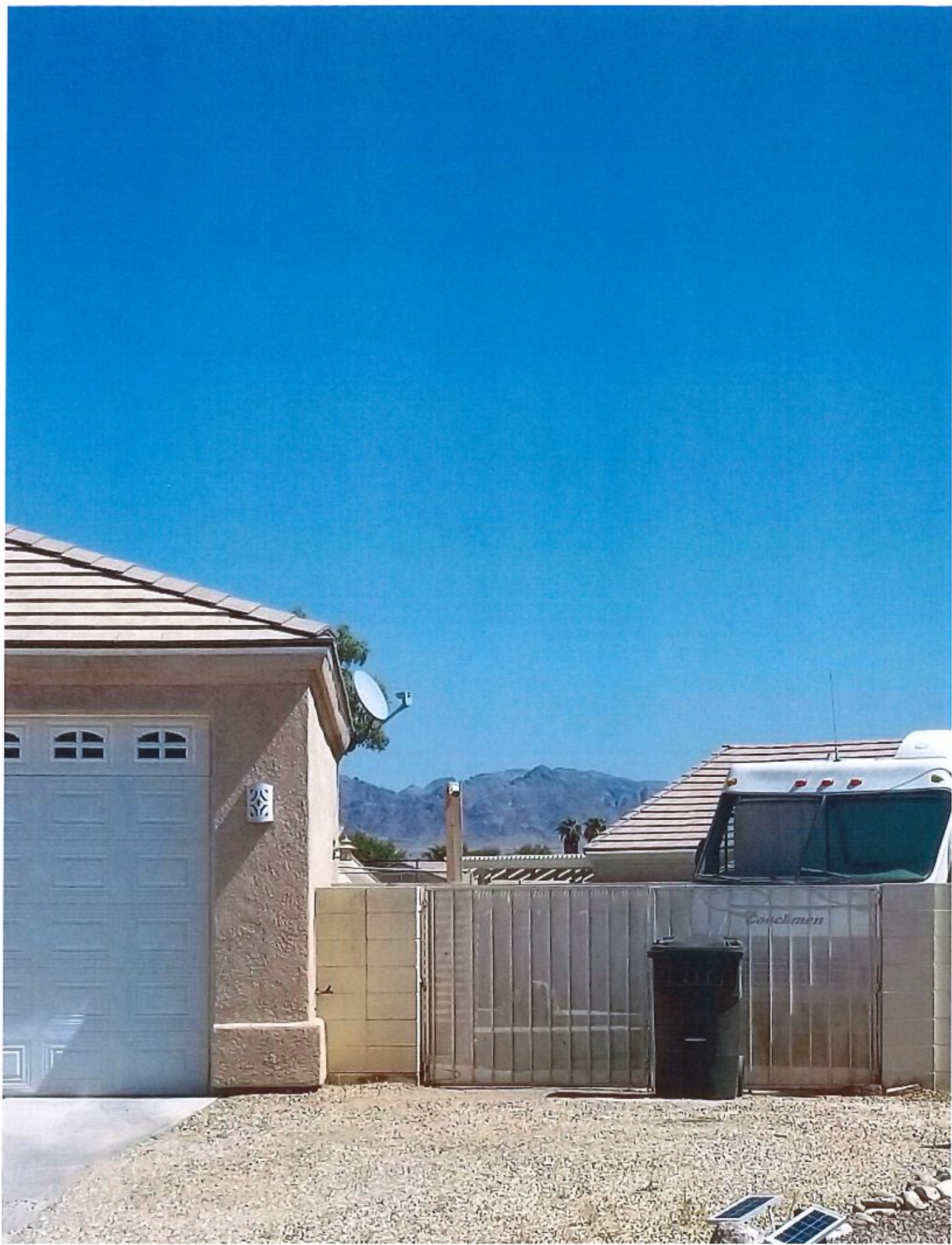




Knigh t v. Ludwig, et al.
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Affidavit of Robert L. Morse

EXHIBIT H



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

Affidavit of Robert L. Morse

EXHIBIT I

From: Nancy Personal Mail [mailto:nancy@thebugle.com]

Sent: Wednesday, July 3, 2019 9:06 AM

To: Tim Walsh <Tim.Walsh@mohavecounty.us>

Subject: Conflicting info on RFPI documents

Dear Mr. Walsh,

Thank you for your attempt to confirm receipt of Ms. Ballard's documents. I have copied my email to her that was sent this morning regarding the conflicting info on RFPI documents:

Hello Christine,

have attempted to contact you with a "reply all" but no one seems to be getting my emails and I am not sure if my email addresses have been blocked or if it is the reply all that my server cannot accommodate so I am sending individually.

There exists an abundance of conflicting RFPI information that needs clarification and/or verification by your department and hopefully some remedy to the issues.

Redacted

Redacted

Regarding the side yard setback explanation, you had previously informed me that the County only required the setback of five feet to be displayed on the plot plan and inspections were not conducted. I have from 7-9 inches shy of the 5 feet on my property per my survey as it was not even a straight line from monument to monument and my adjacent neighbor's side yard is only about 4 feet.

Redacted