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FILED  
BY: *[Signature]*  
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MELISSA TINNELL  
SUPERIOR COURT CLERK

4 Plaintiff Pro Per

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

7 NANCY KNIGHT

8 Plaintiff,

9 and

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

16 Defendants.

Case No.: **CV 2018 04003**

**RESPONSE TO DEFENDANTS  
STATEMENT OF FACTS**

**IN SUPPORT OF DENIAL OF  
DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT  
FILED ON DECEMBER 6, 2019**

**Honorable Judge Lee Jantzen**

17  
18 **RESPONSE TO DEFENDANTS' STATEMENT OF FACTS**  
19

20 Response to Paragraph 1. One must not peel back the proverbial onion too fast and  
21 lose sight of the most valuable part. In law, it is often the "intent" that carries significant  
22 weight with the Court. The intent of the Declaration of Covenants, Conditions and  
23 Restrictions is protection.  
24

25 The second Whereas on page 1 states, "Whereas the Declarant intends to sell,  
26 dispose of or convey from time to time all or a portion thereof the lots in "said Tract  
27 4076-B" and desires to subject the same to certain protective reservations, covenants,  
28



1 conditions and restrictions between it and the acquirers and/or users of the lots in said  
2 tract.” (Emphasis supplied)

3  
4 Next administrative paragraph: **NOW THEREFORE, KNOW ALL MEN BY**  
5 **THESE PRESENTS** that the Declarant hereby certifies and declares that it has  
6 established and does hereby establish a general plan for the **protection, maintenance,**  
7 development and improvement of said tract, and that this declaration is designed for the  
8 mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the  
9 protective conditions upon and subject to which all lots, parcels and portions of said  
10 tract and all interest therein shall be held, leased, or sold and/or conveyed by the owners  
11 or users thereof, each and all of which is and are for the mutual benefit of the lots in said  
12 tract and of each owner thereof, and shall run with the land, and shall inure to and pass  
13 with each lot and parcel of land in said tract, and shall apply to and bind the respective  
14 successors in interest thereof, and further are and each thereof **is imposed upon** each and  
15 every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor  
16 of each and every other lot, parcel or individual portion of land therein as the dominant  
17 tenement. (Emphasis supplied)

18  
19 Last declarative statement: Every conveyance of any of said property or portion  
20 thereof in Tract 4076-B, shall be and is subject to the said Covenants, Conditions and  
21 Restrictions as follows: (Emphasis supplied) **Exhibit 1** – Page 1 of Tract 4076-B  
22 Declaration.

23  
24 The protections afforded by the Declaration are many especially protection from  
25 financial harm from diminishing property values and protection for the privately owned  
26  
27  
28

1 golf course.

2 “Be careful what you wish for” is highly appropriate in this matter. Mobile homes  
3 and wooden fences are prohibited in the Declaration but NOT in Special Development  
4 Residential zoning (Section 25 C 2). **Exhibit 2a** is a graphic example, **Exhibit 2b** – 3  
5 pertinent pages from Planning and Zoning for SD/R Mobile homes.  
6

7  
8 Response to paragraphs 2-4. Plaintiff does not refute that the Architectural  
9 Committee is defunct, It was never intended to survive responsibility long-term. Tract  
10 4076-B developed beautifully without oversight by any Committee because responsible  
11 developers followed the rules - with the exception of what happened in Tract 4076-B for  
12 32 lots on Parcel VV. For the most part this area is still beautiful. The Mojave Tribe  
13 purchased the golf course a few years ago and continues to invest a significant amount of  
14 money to beautify the greens. The area cannot be shown to have lost the intent of  
15 protective objectives of Desert Lakes Development L.P., the developer. The covenants, in  
16 general terms have not been abandoned.  
17  
18

19 Enforcement was left to all lot owners for the mutuality of benefits and burdens  
20 afforded by the CC&Rs. When an Architectural Committee no longer exists, an  
21 Unincorporated Association can be formed for variances. A lack of enforcement is  
22 always a risk. That is the reason the CC&Rs have the non-waiver clause in Article II,  
23 paragraph 20. **Exhibit 3** - Book 1641, page 899 non-waiver clause.  
24  
25

26 When people think they can get away with violating the CC&Rs, they become  
27 highly self-serving and defensive. That behavior has been demonstrated by the  
28 Defendants in this case. That behavior was demonstrated in case CV 2016 04026 with

1 photographic evidence already provided to the Court in her Material Facts herein together  
2 with the financial impact that case had on the Plaintiff. A dismissal of this case, will  
3 effectively cause the covenants to be abandoned and mobile homes, chain link and wood  
4 boundary fences, privacy screening with a taking of views, and more may be the result. A  
5 huge responsibility is before the Court as this case will not only impact a few hundred  
6 property owners in Tract 4076-B. It will have a domino effect for over seven hundred and  
7 fifty lots throughout Desert Lakes Subdivision Tract 4076.  
8  
9

10  
11 In regards to setback violations, specifically, Defendant Azarmi, was intent on  
12 circumventing the front yard and rear yard SD/R setback restrictions that was approved  
13 and clarified for all lots in Desert Lakes since 1993 (Res.93-122). If the statistics  
14 provided by Defendant's Affiants are true, and Plaintiff can't verify this data nor can the  
15 Affiants hearsay be trusted without accurate measurements or plot plans, it is the fault of  
16 Development Services for allowing permits to be issued with these setback violations.  
17 These violations are not just CC&R violations, they are violations of the County  
18 approved setbacks for SD/R in the entire Desert Lakes Golf Course and Estates.  
19  
20

21 As for the law and precedents cited, it is not the fault of the property owners when  
22 a setback violation occurs or a shortfall in livable space occurs. A property owner cannot  
23 see how many square feet of livable space is being constructed. A property owner cannot  
24 visually determine how many linear feet of driveway space is available between the street  
25 and the framed garage. Plaintiff was able to see the twenty foot setback was violated by  
26 Fairway Constructors for the home at 5732 S. Club House Dr., that predicated this  
27  
28

1 Complaint, because she is the wife of a former drywall contractor and could easily see the  
2 twelve foot drywall set in the driveway of the home was less than eight feet from the  
3 garage. The twenty foot setback was clearly evident to her but would not have been  
4 clearly evident to the majority of property owners in the subdivision. Even Affiant  
5 Morse, a surveyor could not differentiate a rear yard setback on the Plaintiff's property  
6 that is actually over nine feet at a minimum compared to his estimate of 8.5 feet. Property  
7 owners have not shirked their responsibility. Plaintiff has certainly not shirked her  
8 responsibility. Plaintiff finds no area of law, cited by the Defense, that applies to  
9 Plaintiff's adjudicated right to protect her community and her property values from blight  
10 or any other violation of the intent of the Declaration.  
11  
12

13  
14 Response to paragraph 5. We do not know if the Architectural Committee ever  
15 took any actions because Angelo Rinaldi refused delivery of the subpoena for records and  
16 minutes that was mailed Restricted Delivery to his PO Box. Just because no known  
17 corporation has been organized to date does not mean the lot owners cannot form a  
18 corporation or unincorporated association especially if this case makes it to trial, or  
19 amiable settlement, with the benefits and risks exposed. Simply stated and restated, the  
20 persons in existence to enforce are the lot owners pursuant to paragraph 20 Article II of  
21 the Declaration. **Exhibit 4** - Unclaimed Subpoena – Angelo Rinaldi  
22  
23

24  
25 Response to paragraph 6. Article I provisions for an Architectural Committee  
26 were, by design and intent, deliberately terminated for short-term responsibility, not  
27 abandoned. **Exhibit 5** – Book 1641, page 896. Article I  
28

Response to paragraph 7. Not sure of the point; however, Desert Lakes

1 Development is “Active” according to the Arizona Corporation Commission. Desert  
2 Lakes’ former Architectural Committee member, Angelo Rinaldi, is the Agent of Service  
3 who resides in an adjacent CC&R enforced Subdivision. Date to Dissolve – Never;  
4 Expiration date – Never. **Exhibit 6** – 2 pages, Desert Lakes Development, Corporation  
5 Commission details.  
6

7  
8 Response to paragraph 8. Factually, it is irrelevant that Article I provisions were,  
9 by design and intent, deliberately terminated in one year. Article I was not abandoned.  
10 Supra Exhibit 5 above.  
11

12 Response to paragraphs (9), (10), **and** (11). (9 & 10) Factually, the Plaintiff agrees  
13 that she has a right to prosecute proceedings in law or in equity per paragraph 20 of the  
14 Tract 4076-B CC&R Declaration that runs with the land where she owns two lots and  
15 which has been adjudicated by the Hon. Judge Carlisle in Apr. 2018 and Hon. Judge  
16 Jantzen twice and as late as Dec. 4, 2019. The CC&Rs are enforceable, no ifs about it.  
17 (11) Three tracts is disputed. Tract 4076-D has its own CC&R Declaration. Plaintiff has  
18 only been adjudicated rights to prosecute violations in Tract 4076-B and Tract 4163 does  
19 not have a separate Declaration because the Tract 4076-B CC&Rs covered Parcel VV as  
20 the CC&Rs run with the land. The Hon. Judge Carlisle already explained this to the  
21 opposing counsel.  
22  
23

24 Referencing Defendants’ Exhibit B is a waste of the Court’s time for any lookup  
25 in this 247 page document. Defense counsel didn’t cite any page number for the Table of  
26 residential zoning setbacks for SD/R because he knows his entire argument is a ruse. He  
27 attempts to fool the Court with the false narrative that SD/R prohibits mobile homes.  
28

1 Supra exhibit 2b herein.

2 Hyphenated tract numbers do not create separate subdivisions from the whole  
3 (Desert Lakes Golf Course and Estates Subdivision Tract 4076). Factually, SD/R zoning  
4 was established for the entire Subdivision Tract 4076 as “clarified” by Frank Passantino  
5 in 1993 through Res. 93-122 for twenty foot setbacks front and rear. The County setback  
6 requirements are found in Section 35 of the zoning ordinance that states, “SD” “To be  
7 determined with approval of design” i.e. individual subdivision developers apply for  
8 setbacks to suit their own desires. Mr. Azarmi is a Planning and Zoning Commissioner  
9 and knows the Ordinance. The Table is an easy reference to understand. **Exhibit 7 –**  
10 **Section 35, Setback Table.** Note: Res 93-122 See Response to MSJ (2c)  
11

12  
13  
14 Factually, Mr. Azarmi knew Res. 93-122 established Desert Lakes’ setbacks and,  
15 as already a part of the record, he was identified as the Proponent for BOS 2016-125 to  
16 effectively abandon Res. 93-122. Over 180 property owners opted-in without full  
17 disclosure that the setbacks proposed violated the CC&Rs. His attempt to circumvent  
18 SD/R setbacks resulted in his attempted CC&R violation. The BOS recognized that  
19 CC&Rs and setbacks are valuable and voted to DENY on October 3, 2016. (Emphasis  
20 supplied). Plaintiff wishes the Court to consider awarding Plaintiff, upon her future  
21 request, equitable attorney fees for this attempt at dismissal with excessive pages of  
22 irrelevant claims. Note: Res. 2016-125 Denial, See Response to MSJ (2d)  
23  
24  
25

26 With respect to covenant 11, “No lot shall be used... to depreciate the value of  
27 adjacent property”. The graphic example of this is the home that predicated this  
28 Complaint. Fairway Constructors’, through their VP Mr. Azarmi, received a variance

1 from the Board of Adjustment (BOA) that circumvented Planner Holtry's denial for a  
2 permit that violated the SDR twenty foot setback. Mr. Holtry was not enforcing the  
3 CC&Rs, he was enforcing the SDR setback that zoning approved for Desert Lakes  
4 through Frank Passantino's application that was clarified in 1993 (Res. 93-122). All a  
5 well-connected developer has to do is go to the volunteer BOA and with disingenuous  
6 claims and even with unconscionable deception, convince them to give him a variance.  
7  
8 But for the variance, a beautiful home that would not have the potential to negatively  
9 impact the adjacent neighbor's property would have been the result. (Emphasis supplied).  
10

11 **Exhibit 8** – 5 pages, BOA minutes (Emphasis supplied); Variance Regulation; Warranty  
12 Deed Transfers and Dates  
13

14 Response to paragraph 12 and 13. CC&Rs are written to protect a community  
15 from any county ordinance that would be less restrictive. Protection of the subdivision's  
16 design is the purpose. Reference "more restrictive governs": Book 1641, page 899. Para.  
17 21. Supra exhibit 3 herein.  
18

19 Response to paragraph 14 and 15. CC&Rs are standardized to be protective and  
20 these paragraphs are irrelevant to the matter at hand.  
21

22 Response to paragraph 16. Material Facts have been stated and restated. Article I  
23 was not abandoned, duties transferred to property owners. SDR setbacks are enforceable  
24 per the CC&Rs for buildings and projections and SD/R zoning per Res. 93-122 that  
25 established twenty foot setbacks, front and rear within the entire Desert Lakes  
26 Subdivision Tract 4076 including Tract 4076-B which runs with the land. Square footage,  
27 building height, A/Cs on roofs, minimum garage size, no ham radio or CB radio antenna  
28



1 transmissions, tempered glass on windows for homes adjacent to the golf course, fence  
2 materials and design, and advertising signs and sign structures (called riders) are all  
3 enforceable. TV antennas and Dish Satellites excepted due to current law.  
4

5 See Plaintiff's Response to the MSJ for: Remedies for home square footage  
6 shortfalls. Remedies for setbacks shortfalls; Block wall design and height issues that may  
7 or may not exists per the notes on the Restated analysis of Affiant Weisz's spreadsheet  
8 See Response to MSJ (17); Defendants' advertising is a nuisance and hazard.  
9

10 Response to paragraph 17. "Words are cheap, until you hire an attorney". What a  
11 waste of time for this prelude that Plaintiff must now address in brief. Rear yard setbacks  
12 were established in Res. 93-122; No morphing exists for signs and advertising on  
13 unimproved lots that are one-and-the-same unless the Defendants can explain how  
14 advertising is accomplished on an unimproved lot without a sign; Nothing in the CC&Rs  
15 has been "abandoned"; The language in the CC&Rs is clear and comprehensive for the  
16 term of the Committee, the life of the document into perpetuity, the non-waiver clause,  
17 and more.  
18  
19  
20

### 21 **Covenant 6**

22 Response to CC&R setback violations. Rear yard setback violations pose a risk for  
23 the taking of views from an adjacent property owner. On a positive note for clusters of  
24 violating setbacks, no significant harm is done to adjacent lots because views are  
25 maintained for everyone in the clustered area. The Plaintiff's area on Lipan Circle is an  
26 example of this clustered design where adjacent neighbor's views are NOT taken from a  
27 ten (10) foot rear yard setback. Plaintiff's rear yard view of the golf course is also NOT  
28

1 impeded by the easterly adjacent neighbor's five or six foot "side yard" setback on Lipan  
2 Court. This may be the six (6) foot setback claimed by Affiant Eric Stephen in  
3 Defendant's paragraph 23. **Exhibit 9** – Plaintiff's easterly view of the golf course  
4 through rail fencing.  
5

6 It is when an established home is built in accordance with the CC&Rs and  
7 someone builds five, ten, or more feet in front of that person's line of sight that a taking  
8 of views occurs. In the words of the very honorable Supervisor Buster Johnson on  
9 October 3, 2016, in his thoughtful evaluation of Defendant Azarmi's egregious proposal  
10 to change the setbacks in the entire Desert Lakes Subdivision Tract 4076, Plaintiff quotes  
11 a few of the expressions and sentiments of the Hon. Supervisor Johnson that are  
12 underscored or circled on Exhibit 8c: "protected views", "if somebody comes in and  
13 builds five feet farther in front of me", "I can tell you in Lake Havasu they would lynch  
14 you for doing something like that" "that would not go over at all". **Exhibit 10** – page 22  
15 from the BOS Minutes for Mr. Azarmi's attempted CC&R setback violation.  
16  
17  
18

19 Response to paragraph 24. Plaintiff has not been adjudicated rights to prosecute  
20 Tract 4076-D CC&Rs. However, what we can see in this strip of homes on Lipan Blvd  
21 where Affiant Alan Patch apparently resides, is that this Tract too must have received a  
22 shameful Subdivision Regulation exclusion for driveway access onto an arterial road  
23 (Lipan Blvd.) His Tracts' rear yard status is also impeded easterly by the misaligned  
24 homes due to the setback of these home with a frontage road. **Exhibit 11** – Photo of  
25 misaligned rear yard homes and impacted views.  
26  
27  
28

Response to paragraph 25. Affiant Morse does not impress as expert testimony

1 with a wind-up string and partner taking measurements at the Plaintiff's home on Dec.  
2 29, 2015. **Exhibit 12** – 2 photos (Mr. Morse and helper).

3  
4 Mr. Morse's approximation of an 8.5 foot distance for the Plaintiff's rear yard  
5 patio projection would have been expected to be a closer for a licensed surveyor.

6 Depending on how you measure the perpendicular line, it is 9.19 feet perpendicular from  
7 the boundary line diagonally to the corner of the patio projection. As measured  
8 perpendicular from the patio projection to the rear yard boundary line it is over 10 feet.  
9 Plaintiff did not trouble her highly competent surveyor to give two measurements for the  
10 patio projection in the attached survey. **Exhibit 13** - Survey map of the worst case  
11 scenario of 9.19 foot diagonal measurement of Plaintiff's rear yard setback.  
12

13  
14 Plaintiff confirms her side yard setback is only 4.25 feet at one end and 4.6 feet at  
15 the other. The contractor of her home failed in his duty. The county inspector failed in his  
16 duty to require a string be pulled from surveyor monuments.  
17

18 Response to paragraph 26. The SD Zoning Setbacks are cited as 20 5 20 in the  
19 Planning and Zoning section of Permit Applications. See Response to MSJ (9a)– Mr.  
20 McKee's two submitted applications (1934 and 1982 E. Desert Dr.) citing "SD/R  
21 setbacks 20 5 20". Considering that Affiant Douglas McKee built two homes on E.  
22 Desert Drive in Tract 4076-B without violating the twenty foot front and rear setbacks, it  
23 must be refuted that monetary damages would ensue upon the 57 unimproved lot owners  
24 within the Tract 4076-B land mass. See Response to MSJ for Mr. McKee's "As Built"  
25 Aerial View of 1934 and 1982 E. Desert Dr.  
26  
27  
28

**Material Fact:** Views have financial value. As reported by the *American Society*

1 of *Planning Officials*, “Closely related to the cluster idea is the so-called “golf course  
2 subdivision” exemplified in Figure 6. The fairways are located in the interior of the  
3 blocks. Homes are built in the conventional side-by-side manner, but the rear lot lines  
4 adjoin the golf course itself. One reason for building this type of subdivision is the  
5 additional value imputed to each lot, which, according to a study by the *Urban Land*  
6 *Institute* has been estimated at approximately \$2,000 for an average lot (*Urban Land*,  
7  
8 September 1958). (Emphasis supplied).

10 Therefore, contrary to Defendant’s Affiants statements, in today’s dollars, the  
11 extent of monetary damage to adjacent property owners from a taking of views from non-  
12 enforcement justifies this case for enforcement of Covenant 6. Do it yourself enclosures  
13 of patio areas to create an Arizona Room is a further threat to adjacent neighbor views  
14 when the twenty foot projecting setback is violated. The County reversed its decision to  
15 disallow enclosures of patios. This is a part of the record in the BOA minutes of 2015  
16 (Mr. Azarmi’s variance meeting). **Exhibit 14** – *American Society of Planning Officials*  
17 Text from Report No. 135 on “golf course subdivisions” and Figure 6 with footnote.  
18 (Emphasis supplied regarding traffic arteries).

22 Of particular interest from the highly expert knowledge and research found in  
23 Report No, 135, as compared to the Defendant’s affiants in this case, we note that none of  
24 the lots in Figure 6 had vehicular access to arterial arteries. Good county planning would  
25 not have given an exclusion for the 5 acre parcel in the Desert Lakes tract of land where  
26 the Plaintiff resides. The Mohave County Subdivision Regulation for a frontage road was  
27 clearly violated in favor of a developer and to the detriment of the property owners on  
28

1 Lipan Blvd. in the Plaintiff's neighborhood and vicinity to the east where Affiant Patch  
2 resides.

### 3 4 **Covenant 12**

5 Response to paragraph 27 and others: – signs and advertising. While the  
6 Defendants continue to claim their “build to suit” sign is one-and-the-same as a “for sale”  
7 sign falling under the protection of Arizona Statute 33-441, this remains a controversy.  
8

9 To be clear, Statute 33-441 strictly allows “for sale” signs; it does allow any and  
10 all signs. Defendant's signs do not qualify as a “for sale” sign, they are a nuisance and a  
11 hazard to persons and property in high wind conditions. Also, the sign rider is not an  
12 additional business. A sign rider is the sign structure that the sign is attached to. Plaintiff  
13 has underscored, in paragraph A of the statute below, pertinent language that  
14 distinguishes the Defendants' sign as something separate from the intent of this statute.  
15 There is no transfer or sale or interest in real property being conveyed in this  
16 development business signage. In fact, generally, build to suit is used on commercial or  
17 industrial land where the owner of the land will build to suit a tenant.  
18  
19  
20

#### 21 33-441. For sale signs; restrictions unenforceable

22 A. A covenant, restriction or condition contained in any deed,  
23 contract, security agreement or other instrument affecting the  
24 transfers or sale of any interest in real property shall not be  
25 applied to prohibit the indoor or outdoor display of a for sale  
26 sign and a sign rider by a property owner on that person's  
27 property, including a sign that indicates the person is offering  
28 the property for sale by owner. The size of a sign offering a  
property for sale shall be in conformance with the industry  
standard size sign, which shall not exceed eighteen by

1 twenty-four inches, and the industry standard size sign rider,  
2 which shall not exceed six by twenty-four inches.

3 B. This section applies to any covenant, restriction or condition  
4 without regard to the date the covenant, restriction or condition  
5 was created, signed or recorded. This section does not apply to  
6 timeshare property and timeshare interest as defined in section  
7 33-2202.

8 C. This section does not apply to a covenant, restriction or condition  
9 in a deed, contract, security agreement or other instrument affecting  
10 the transfer or sale of an interest in real property that does not  
11 prohibit or restrict the display of a for sale sign or a sign rider  
12 on the real property.

13 The Injunctive Relief sought in this case has stalled due to this controversy. It was  
14 Plaintiff's "opinion" that the sign was business advertising. That opinion has changed to  
15 "fact" with the finding of several parts of the county ordinances and definitions on signs  
16 together with real estate "law" that would have been violated by Ann Pettit but for the  
17 "fact" that the Arizona Department of Real Estate investigated the sign and determined it  
18 was not advertising the lot for sale.

19 The Court and the Arizona Legislature have been provided photographic evidence  
20 of long-term weathering of signage and sign structures on unimproved lots that shows the  
21 risk of potential harm to persons or property. Given that twenty percent of the lots in  
22 Tract 4076-B were still vacant in 2016, over twenty-five years from the first offering, it is  
23 clear that vacant lots will have longer-term legal realtor's "for sale" signage than homes.  
24 Oftentimes, the legislature does not consider the impact their laws will have on a  
25 community or on safety. The Arizona Legislature erred in passing Section 33-441  
26 without considering this long-term effect. In fact, they failed to even state whether the  
27  
28

1 intent was for unimproved lots or for improved lots.

2 In the one appeal case that the Defendants presented as evidence in the past  
3 regarding a sister statute on signs involving Homeowner Association restrictions, the  
4 defense attorneys for the HOA did not consider the Constitutional right to safety although  
5 the appeals court was apparently looking for such language as they made reference to the  
6 absence of it in their legal opinion. In that case, the lot had not been for sale for an  
7 extended period of time to rust and deteriorate as we have had happen in Desert Lakes  
8 4076. But for this lack of experience, the defense could not have foreseen the risk to our  
9 Constitutional right to safety. And but for this lack of experience, the Legislative  
10 Analysts most likely would not have written the language of Section 33-441 to be  
11 undefined for whether they intended the law to apply to developed lots as well as  
12 undeveloped lots. As the 2020 reconvening of the Arizona Legislature approaches,  
13 another email was sent to Senator Borrelli and copied to Representative Cobb asking for  
14 an amendment. **Exhibit 15** – Legislative Email for amendment to 33-441.  
15  
16  
17  
18

19 No other developer or contractor has long-term deteriorated signage on  
20 unimproved lots in this community. Protection from harm is paramount to our  
21 constitutional rights. To those Affiants who wish to defend these signs, and every other  
22 violation in the CC&Rs, just because everyone does it or did it in the past, Plaintiff offers  
23 an analogy.  
24  
25

26 Does speeding by the majority of drivers on our streets and highways cause the  
27 law against speeding to be considered abandoned? Of course not. Is the law against  
28 speeding for everyone's protection? Yes. Are speeding laws a burden and a benefit to all

1 persons, just as the protective CC&Rs are a burden and a benefit to lot owners. Yes.  
2 Some drivers get caught and some do not. Some violators of CC&Rs get caught and some  
3 do not. So should we look the other way when one contractor is willing to take risks in  
4 violating the CC&Rs just so he has a competitive advantage, for years, over other home  
5 building contractors. No. There is nothing fair about Fairway Constructors advertising  
6 signs. The Community benefits more from enforcement than from looking the other way.  
7  
8

9 None of the facts show that the CC&Rs should be deemed abandoned. Hearsay,  
10 about signage in the past has not been proven to have occurred with long-term  
11 deterioration as the Defendant's signs have with a risk to public safety. Again, the non-  
12 waiver clause prevails for any non-enforcement by those who witnessed violations and  
13 took no action.  
14

15 Facts show that a lack of enforcement is protected by the non-exclusion clause  
16 regardless of how many years ago violations may have occurred in the past. Today, it is  
17 only the Defendant's business advertising signs that have rusted from long-term  
18 exposure to the elements and the Defendant has refused to take those signs down for the  
19 past two years since this Complaint was filed. Pursuant to para. 20, Book 1641, pg. 899  
20  
21 Supra exhibit 3 herein: "No failure of ... any person,, to enforce any of the restrictions,  
22 covenants or conditions contained herein shall, in any event, be construed or held to be a  
23 waiver thereof or consent to any further or succeeding breach or violation thereof." The  
24 intent of the protections afforded by the CC&Rs has not been deserted. Plaintiff has not  
25 deserted her responsibility to protect the intent of the CC&Rs through prosecution.  
26  
27  
28

Ms. Pettitt's exhibits are particularly troubling. She has highlighted the listings that



1 discloses no HOA and leaves out the fact that we do have CC&Rs. In contrast, an honest  
2 and conscientious realtor's email to the Plaintiff regarding her listing on Lipan Circle in  
3 March 2019 shows integrity that is lacking in Ms. Petitt. **Exhibit 16** – Electronic  
4 communication between a Realtor and Plaintiff on CC&R disclosure to buyers.  
5

6 The Plaintiff also tried to get Zillow's programmers to include CC&R disclosures  
7 on their website listings. It is highly deceptive to claim no HOAs and leave out the  
8 existence of CC&Rs. The law requires buyers to be informed of the Book and Page  
9 number of CC&Rs but it is not required that Escrow include a copy for buyers to read.  
10

11 **Exhibit 17** – Emails to Zillow July 2019 and follow up in December.  
12

13 The issue of Scott Holtry not enforcing the off-premises sign ordinance is  
14 suspected of being due to interference and pressure from his Manager, Christine Ballard,  
15 to "interpret" the ordinance to benefit a well-connected developer in County circles. Scott  
16 Holtry has demonstrated integrity in the past when he denied Defendant Azarmi a permit  
17 to violate the SD/R setback on the home that predicated this Complaint. The message  
18 from his manager: "I think you got this but keep in mind we interpret the zoning  
19 ordinance not Nancy". Ms. Ballard's behavior changes when it comes to Fairway Estates  
20 and Mr. Azarmi. She was very responsive to the Plaintiff for the history of Desert Lakes.  
21

22 **Exhibit 18** – July 24, 2019 Email from Christine Ballard; 2018 history of Desert Lakes.  
23

24 (2 pages)  
25

26 The sections in the zoning ordinance on signs needs no interpretation. It is clear.  
27 The county definition for off-premises advertising signs (Section 42 B), exempt signs that  
28 are allowed in certain zoning districts, (Section 42 D1 j), signs permitted in residential

1 zoning districts – none of which are off-premises advertising signs (Section 42.1), and  
2 where off-premises signs are permitted such as in established commercial and industrial  
3 areas (Section 42 J – Intent), and only on lots properly zoned C-2H, C-M, C-MO, M-1,  
4 M-2, M-X, C-2 (Section 42J 3). Details cited in correspondence to Mr. Holtry in Supra  
5 Exhibit 17 herein.  
6

7  
8 Shame on Ann Pettit for being a Realtor/Broker who wants to assist buyers with  
9 half-truths about Desert Lakes when she knows full well that Desert Lakes has had  
10 CC&Rs since inception. Ms. Pettit highlights the non-existence of an HOA in her ads and  
11 fools buyers into thinking they have no rules to live by.  
12

13 Regardless of how long statute 33-441 has, or has not been in effect, or whether it  
14 will continue to protect real estate sales over public safety. is left to be seen when the  
15 Legislature reconvenes in January. Whenever, a new law is passed that makes a phrase,  
16 clause, sections or paragraph invalid, it is to be construed “as if it had not been inserted”.  
17 This is the case today for TV antennas, Satellite Dishes, and Real Estate for sale signs.  
18 Real Estate for sale signs will continue to plague our community if the Legislature  
19 ignores Plaintiff’s request for evaluation and amendment. The Defendants’ development  
20 services advertising is not protected by Statute 33-441. But for county interpretations that  
21 are truly extreme and includes the “free speech” case law sent to the Plaintiff by the  
22 County deputy attorney, the signs would have been taken down long ago.  
23  
24  
25

26 Affiant Green has admitted that he participated in violations that pose a threat to  
27 safety by not installing tempered glass replacement windows on homes adjacent to the  
28 golf course. Affiant Kukreja goes so far to admit that as a property owner, with full

1 knowledge of the CC&Rs, he deliberately violated those covenants. He also claims to  
2 have purchased 183 lots in Desert Lakes when he purchased many of those lots in Los  
3 Lagos and he tampered with the dates on his notarized affidavit.  
4

5 The corrupt exclusion from the County Subdivision Regulations for no vehicular  
6 access directly onto arterial roads led to 32 lots on five acres rather than the intended 23  
7 lots planned in conjunction with the Drainage Study. Plaintiff is at risk of harm by these  
8 houses on Lipan Blvd. every time she has to venture out from Lipan Circle without clear  
9 views of oncoming traffic due to vehicles parked in these driveways and no frontage road  
10 that is a Subdivision Regulation.  
11

12  
13 The Defendants are guilty of violations throughout the Desert Lakes Tract 4076  
14 Subdivision. They just don't want anyone to stop them and they do not care who is hurt  
15 in the process. That is the main issue here. Greed and a taking of everyone's rights to  
16 benefit self-serving interests. Profit from larger building footprints and unfair competition  
17 from business advertising that no other contractor does here are the business practices they  
18 do not want to give up regardless of who is harmed.  
19  
20

21 Defendant Azarmi's actions for a BOS Resolution for setbacks in conflict with our  
22 Special Development zoning and our CC&Rs was a corrupt misappropriation of  
23 government funds in the Plaintiff's opinion. It cost the taxpayers an estimated \$12,500.  
24 Thanks to three Honorable Supervisors Mr. Azarmi did not win his planned setback  
25 reductions throughout Desert Lakes by BOS Resolution so the defense attorney is using  
26 his skills to attempt a complete destruction of the intent of the CC&Rs and the  
27 protections it affords every property owner with this MSJ.  
28

1                   Response to Paragraph 43. Mr. Azarmi admits that he assists people in  
2 making decisions in violation of the CC&Rs.

3  
4                   Response to Paragraph 44. Plaintiff's cement block patio enclosure in her front  
5 yard that was built in September 2018 is not a fence. A front yard patio enclosure is not  
6 defined in the CC&Rs for construction materials. These enclosures and foyer-style  
7 entryways exist in many homes in Desert Lakes. Some are fitted with gated entries as  
8 built by the developer. **Exhibit 19** - Photo of Plaintiff's front yard patio enclosure; Photo  
9 of a neighbor's similar front yard enclosure with a gated entry.  
10

11  
12                   Plaintiff's 15 foot high ball netting made of chain link fabric is a safety feature for  
13 homes adjacent to fairways and is not a fence. Plaintiff's fence is a separate structure  
14 situated westerly of the ball netting. Ball netting is installed by developers throughout  
15 Desert Lakes. Protection is the reason! Mr. Morse is again suspect of motives for  
16 deceptions in his Affidavit.  
17

18                   Response to paragraph 50 - Covenant 8 square footage of homes. Regarding Mr.  
19 McKees two homes, he has the ability to remedy his violation with a patio enclosure for  
20 livable space such as an Arizona Room. He followed the CC&Rs for setbacks on both of  
21 these homes therefore there would be no negative impact to neighboring homes.  
22

23                   As for Mr. Kukreja, it is not clear if he had a hand in the corrupt approval for the  
24 high density lots in Tract 4076-B that was carved out of Parcel VV. His affidavit exhibit  
25 shows he purchased the 24 of these 32 lots. The Special Development zoning was not  
26 followed nor were Subdivision Regulations for a frontage road adjacent to Lipan Blvd.  
27  
28 No excuse here. These property owners are not at fault for square footage shortfalls. It is

1 the builder who is responsible. As for deception in Mr. Kukreja's affidavit, he did not  
2 purchase 183 lots in Desert Lakes. He only purchased 107 lots and they are situated in  
3 Tracts 4076-A, B, and C. His purchase of lots in Los Lagos, a separate subdivision, is  
4 irrelevant to this case.

5  
6 Response to Paragraph 51: Tempered glass is required by the CC&Rs for home  
7 windows adjacent to the golf course. It is irresponsible for a glass window installer to not  
8 recognize this safety issue and yet he admits he did not use tempered glass when  
9 replacing broken windows.  
10

11  
12 It is the law today that antennas and satellites Dishes cannot be prohibited. The  
13 CC&Rs have specific language addressing any change in laws that may occur since the  
14 Declarations were recorded. More on this in Plaintiff's Response to the MSJ.


15  
16 Regarding Affiant Patch and assurances for fences. The developer of the homes in  
17 Mr. Patch's neighborhood may have been Affiant Kukreja. He should check with  
18 Christine Ballard for fence assurance responsibility for his area. **Exhibit 20** – Email from  
19 Karl Taylor of Planning and Zoning  
20

21 Regarding gate access to the golf course. There is no excuse for trespassing on  
22 private property. The golf course is private property.

23  
24 Plaintiff pleads for careful consideration of her rebuttal to the Defendant's  
25 Statement of Facts in support of DENIAL of their Motion for Summary Judgment to  
26  
27  
28

1 dismiss this case. Indeed the Court has a huge responsibility in this case. A 300+acre  
2 master planned community depends on it.  
3

4 RESPECTFULLY SUBMITTED this 27 day of December, 2019

5   
6 Nancy Knight, Plaintiff Pro Per

7  
8  
9 Copies emailed on December 27 2019 to:

10 djolaw@frontiernet.net

11 Attorney for the Defense

12  
13 The Law Office of Daniel Oehler  
14 2001 Highway 95, Suite 15,  
15 Bullhead City, Arizona 86442  
16  
17  
18  
19  
20  
21  
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23  
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26  
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28

## Exhibit 1

Tract 4076-B P. 895 - Declaration "Know all men..."

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①

123

137

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 87 at Fee No. 89-67669, and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof the lots in said Tract 4076-B and desires to subject the same to certain protective reservations, covenants, conditions and restrictions between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said tract and of each owner thereof, and shall run with the land, and shall inure to and pass with each lot and parcel of land in said tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said tract as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement.

Every conveyance of any of said property or portion thereof in Tract 4076-B, shall be and is subject to the said Covenants, Conditions and Restrictions as follows:

ARTICLE I

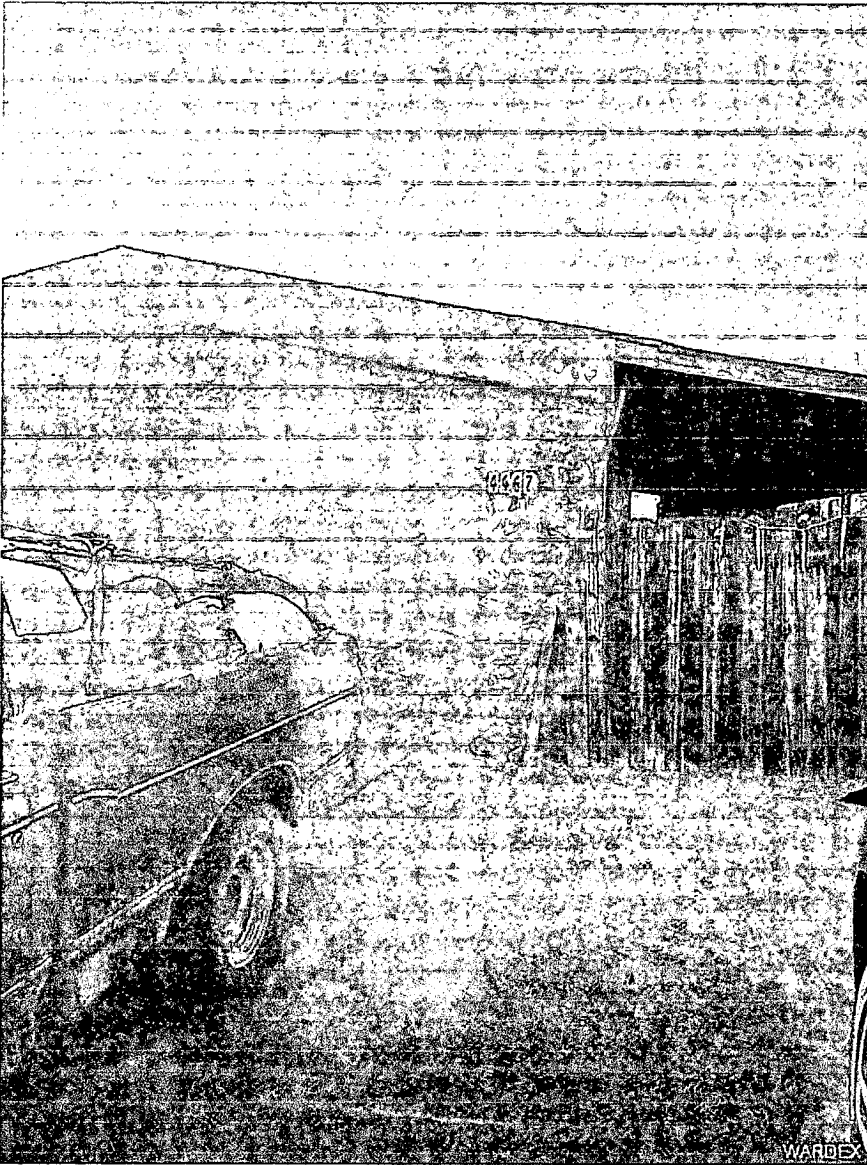
COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant shall have the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of the lots within the subdivision have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture. Nothing herein contained shall prevent Declarant from assigning all rights, duties and obligations of the Architecture Committee



## Exhibit 2a

Tierra Verde Mobile and Wood Fence



Tierra Verde an HOA Community \ Home For Sale

## Exhibit 2b

SD Zone Regs. 3 pgs – Contents, Section 25 C Uses Permitted, C2 Manufactured Homes

SOF  
2.6  
3 pg

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30	“C-2H” Zone .....	66
31	“C-MO” Zone .....	68
32	“M-1” Zone .....	70
33	“M-2” Zone .....	72
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**Section 25 REGULATIONS FOR SPECIAL DEVELOPMENT OR "SD" ZONE**

26  
2 of 3

A. Purpose

The S-D zone is primarily intended to allow more flexibility in development and provide for mixed use developments.

B. General Requirements

1. Special Development zone will be used in combination with R, C, or M zone classifications and will be permitted only where parcels of land of three (3) acres or more are under singular or joint planned developments. The zoning proposal must be acceptable to the Commission and recommended to the Board by the procedures as required by this Ordinance and A.R.S. where applicable, which includes public hearings by both the Commission and Board and approval of the Zoning Proposal by the Board.
2. Whenever an "SD" zone is granted, each phase or stage of development or building proposals shall be submitted to the planning staff, to be evaluated and compared with the original proposal before any permits may be granted.
3. The ultimate division of land under "SD" zone must comply with the plat as approved by the Board.
4. A view-obscuring device, as per Section 37.E.4, will be placed on all property lines abutting against Agricultural-Residential properties or incompatible uses if the property is used for General Commercial uses.

C.

Uses Permitted

1. When R(SD) (Residential/Special Development) is granted, the property uses may be designed to contain a mixture of single-family dwellings (including townhouses, condominiums, cooperative apartments, or patio houses), duplexes, and multiple dwellings (either single-floored or multi-storied). The proposed structures may be arranged individually, in groups, or in clusters without regard of lot areas for immediate density as long as an appropriate amount of land to comply with overall minimum densities is provided under undividable joint ownership of all property owners for recreation or open space.

The Board of Supervisors, after receiving a recommendation from the Planning and Zoning Commission, may allow one of the following land ownership types, including ownership by third parties who are not owners of the lots, as an alternate to indivisible joint ownership where there are golf courses that are designed as an integral part of the development, and provided that one of the following criteria are met:

**Section 25 REGULATIONS FOR SPECIAL DEVELOPMENT OR "SD" ZONE (continued)**

- a. The amount of golf course land needed to comply with overall minimum densities is protected by a conservation easement as permitted by law, including A.R.S. §33-271 through A.R.S. §33-276, and which is recorded to the benefit of Mohave County on a form acceptable to the County and which restricts all development (except infrastructure such as roads, etc.) on the area required to offset the increase in density.
- b. In the absence of a conservation easement, the amount of golf course land used as offset shall be ten times the amount needed to comply with overall minimum densities with a written assurance by the subdivision developers and golf course owners, if different, that deeds transferring lots will contain a disclosure that the golf course is privately owned and the land use may change. Further, the disclosure shall state that the lot owners will be noticed before the golf course converts to another use. The purpose of the increase in open space acreage is to ensure that the density of the development is not adversely impacted should the golf course be developed and not remain as functional open space, and to ensure that the lot owners receive adequate disclosure and notice.

- 2. R-MH(SD) (Residential Manufactured Home/Special Development) shall conform to all of the requirements of this Ordinance related thereto.
- 3. When C(SD) (Commercial/Special Development) is granted, the property may be designed to contain a mixture of commercial and multiple residential uses, appropriate to a commercial area complex or shopping center with a provision for parking proportional to the needs proposed.
- 4. When M(SD) (Manufacturing/Special Development) is granted, the property may be designed to contain a mixture of commercial and industrial uses appropriate to an industrial park with provisions for parking suitable to the needs proposed. Depending on contiguous zoning or uses, residential uses may be a part of M(SD) development.

**D. Setbacks and Area Requirements**

Setbacks, area requirements and parking shall be provided for and contained within the approved design.

Exhibit 3

Book 1641, 899 – non-waiver clause

3

family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

17. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl, fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.

18. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having sold a lot that is subject to this instrument, Declarant may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall supercede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office.

19. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

20. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions or conditions and prevent such violating party from so doing or to recover damages or other dues for such violations. In addition to any other relief obtained from a court of competent jurisdiction, the prevailing party may recover a reasonable attorney fee as set by the court. NO failure of the trustee or any other person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

21. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law

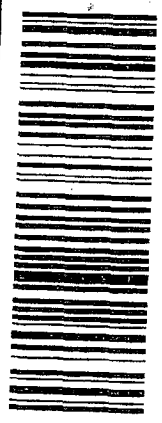


## Exhibit 4

Unclaimed Subpoena – Angelo Rinaldi

Nancy Knight  
 1803 E. Lipan Cir  
 Fort Mohave, AZ 86426

PLACE STICKER AT TOP OF MAILPIECE TO THE RIGHT OF THE RETURN ADDRESS. DO NOT COVER ANY POSTAGE PAID INFORMATION.  
**CERTIFIED MAIL**



7018 3090 0000 7810 0178



U.S. POSTAGE PAID  
 FCM LG ENV  
 BULLHEAD CITY, AZ  
 86442  
 APR 12 19  
 AMOUNT  
**\$7.60**  
 R2303S101789-22



1000



U.S. POSTAGE PAID  
 FCM LG ENV  
 BULLHEAD CITY, AZ  
 86442  
 APR 12 19  
 AMOUNT  
**\$5.30**  
 R2303S101789-22



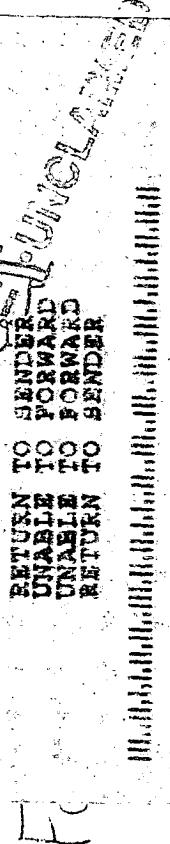
1000

**RESTRICTED DELIVERY**

Angelo Rinaldi

P.O. Box 8858

RETURN TO SENDER  
 UNABLE TO FORWARD  
 UNABLE TO FORWARD  
 RETURN TO SENDER



86427

**RESTRICTED DELIVERY**

4-15  
 4-20  
 4-30

SOA  
 4

**UNCLAIMED**

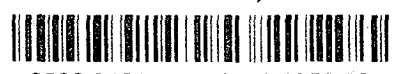
2/5

**RESTRICTED DELIVERY**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Angelo Rinaldi  
 P.O. Box 8858  
 FORT MOHAVE, AZ 86427



9590 9402 4547 8278 1358 53

2. Article Number (Transfer from service label)  
 7018 3090 0000 7810 0178

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery

Agent  
 Addressee

B. Received by (Printed Name)  
 C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

**RESTRICTED DELIVERY**

## Exhibit 5

Book 1641, P. 896. Article I - Committee of Architecture Intended Short-Term Responsibility

SOF  
5

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

## Exhibit 6

AZ Corp. Commission Desert Lakes Development Active 2 pgs

**SEARCH CRITERIA**

Entity Name: Desert Lakes Development Entity Type: All  
 Statutory Agent Name: N/A Entity Status: All  
 Principal Name: N/A Name Type: True Name  
 Entity Number: N/A Entity County: All

**SEARCH RESULTS**

Entity ID	Entity Name	Entity Type	Entity County	Agent Name	Agent Type	Entity Status
00997706	DESERT LAKES DEVELOPMENT COMPANY	Unidentified				Inactive
S3002922	DESERT LAKES DEVELOPMENT LIMITED PARTNERSHIP DELAWARE	Foreign Limited Partnership				Active

SOF  
 26  
 2pgs

# Result Detail

Back

**File ID:** 3002922

**Name:** DESERT LAKES DEVELOPMENT LIMITED  
PARTNERSHIP(DELAWARE)

**Date to Dissolve:** Never

**Date Registered:** May 17, 1989

**Agent for Service  
of Process:** ANGELO RINALDI  
6102 LOS LAGOS DRIVE  
FORT MOHAVE, Arizona  
86427-0000

**Registration  
Information:** Registration Received: May 17, 1989 Expires: Never

**Correspondence  
History:** Partnership Amendment: Filed: May 17, 1993  
Partnership Application: Filed: May 17, 1989

6  
2 of 2

Back

## Exhibit 7

Section 35 – SD Setbacks Est. by Developers



SOF  
7

**Section 35 SETBACKS AND AREA REQUIREMENTS (continued)**

**B. Specific Requirements**

ZONE	MINIMUM LOT AREA	MAXIMUM (HEIGHT)	MINIMUM SETBACKS FROM PROPERTY LINE		
			FRONT	SIDE	REAR
A	5 Acre	(35')	20'	5'	25' <sup>a</sup>
A-D <sup>d</sup>	1 Acre <sup>c</sup>	(60') (100)	25' 25'	5' 25'	15' <sup>a</sup> 25' <sup>g</sup>
A-R	1 Acre	(35')	15'	5'	15' <sup>a</sup>
R-E	20,000	(35')	15'	5'	15' <sup>a</sup>
C-RE	20,000	(45')	15'	5'	15' <sup>a</sup>
R-O	6,000	(35')	15'	5'	15' <sup>a</sup>
R-O/A	1 Acre	(35')	15'	5'	15' <sup>a</sup>
R-1	6,000	(35')	15'	5'	15' <sup>a</sup>
R-2	4,000 sq ft per Dwelling Unit	(40')	15'	5' <sup>h</sup>	15'
R-RV	2,500 3,200 <sup>l</sup>	(35')	15'	5'	10'
R-MH	6,000	(35')	15'	5'	10'
R-M	6,000	(40')	15'	5'	15' <sup>a</sup>
C-1	6,000	(45')	10'	0'	0 - 15' <sup>b</sup>
COR	6,000	(60') <sup>k, m</sup>	10'	0'	0 - 15' <sup>b</sup>
C-2	6,000	(60') <sup>m</sup>	10'	0'	0 - 15' <sup>b</sup>
C-2H <sup>c</sup>	1 Acre	(60') <sup>m</sup>	10'	0'	0 - 15' <sup>b</sup>
C-MO <sup>c</sup>	1 Acre	(60') <sup>m</sup>	10'	0'	20'
M-1	1 Acre	(60')	10'	0'	20'
M-2	1 Acre	(120')	10'	0'	20'
M-X	1 Acre	<sup>r</sup>	10'	0'	20'
S-D	TO BE DETERMINED WITH APPROVAL OF DESIGN <sup>e</sup>				
PAD	TO BE DETERMINED WITH APPROVAL OF DESIGN <sup>i</sup>				
R-CL	TO BE DETERMINED WITH APPROVAL OF DESIGN <sup>j</sup>				



## Exhibit 8

BOA minutes 5/2016, BOA Standards, Deed Transfer to Roberts 10/25/2016

(BOA)

Circles, under scores, comments  
by Plaintiff Knight

SOF  
8  
10/5

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

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

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

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

True

True

NOT TRUE see Deed 4/2012  
\*  
10/2016

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

His is 8000 sq ft

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

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

8  
2015

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

Not True BOS DENIED

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

Not True

Not Their House yet!

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

Not True

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

Yet! Adj Lot Vacant

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

Clear Intent

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

Unaware of SDR zoning?

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

He bought lots in Tract #076 A & SDR zoning in 2014

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

Not True

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

So in May 2016 He was already working with Mr Hont for Res 2016-125

8  
3/5

Arizona Rooms  
in a ten foot  
setback!

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

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

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

Not True

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

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

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

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

Meeting adjourned at 3:03 p.m.

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

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485

**Section 41 BOARD OF ADJUSTMENT (continued)**

E. Procedures for Variance.

1. The Director shall submit his/her report containing the County staff's findings and recommendations on each application for a major variance to the Board of Adjustment.
2. The Board of Adjustment shall hold a public hearing not later than thirty (30) days after the report and recommendation of the Director is filed with the secretary of the Board. Published and personal notice of the public hearing shall be given in the manner provided in Section 46.C.

F. Approval Standards for Variances.

1. The Board of Adjustment shall not approve a variance unless it finds:
  - a. That there are special circumstances or conditions, applicable to the property referred to in the application, that do not prevail on other property in that zone;
  - b. That the strict application of the regulations would result in an unnecessary hardship and that the granting of the application is necessary for the preservation and enjoyment of substantial existing property rights;
  - c. That the granting of such application will not materially affect the health or safety of persons residing or working in the neighborhood and will not be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood; and
  - d. That substantial conformity to standards previously established in the zone may be secured and that detriment of injury to the neighborhood will not result from the granting of a variance as applied for.

G. Decision on Variance. The Board of Adjustment shall approve, approve with conditions or deny the application for variance.

1. Action on applications. The Board may approve, conditionally approve, or deny the issuance of said variance and transmit notice of its action to the Director. A report of its findings, decision, and any conditions imposed or required, shall also be submitted promptly to the Planning and Zoning Commission and to the Board of Supervisors.
2. Conditional approval. In approving any variance, the Board of Adjustment may attach such conditions as will, in its opinion, substantially secure the objectives of the regulation or provisions to which such variance is granted, and to provide

8  
595

Return to Search Results

You searched for: RecDate >= Thu Jan 01 00:00:00 MST 1970 and <= Sun Dec 08 00:00:00 MST 2019 and ParcelID = 226-11-229

5 items found, displaying all items.1

Description	Summary
<b>Warranty Deed</b> 2012018491	→ 04/12/2012 10:37:43 AM <b>Grantor:</b> RENZI JOHN E, RENZI JOHN AKA ↻ <b>Grantee:</b> LUDWIG GLEN L TR OF, LUDWIG PEARLE A TR OF, LUDWIG FAMILY TRUST 226-11-229
<b>Certificate Of Trust Existence</b> 2012018492	04/12/2012 10:37:43 AM <b>Grantor:</b> LUDWIG GLEN L, LUDWIG PEARLE A, LUDWIG FAMILY TRUST <b>Grantee:</b> LUDWIG GLEN L, LUDWIG PEARLE A 226-11-229
<b>Government Resolution</b> 2016046551	10/13/2016 03:10:34 PM <b>Grantor:</b> MOHAVE COUNTY BOARD OF SUPERVISORS <b>Grantee:</b> RESOLUTION NO 2016-125, RESOLUTION NO 93-122 AMENDMENT 226-11-002, 226-11-012, 226-11-014, 226-11-015, 226-11-031, ...
<b>Warranty Deed</b> 2016048440	10/25/2016 04:07:29 PM <b>Grantor:</b> LUDWIG GLEN L, LUDWIG PEARLE A, LUDWIG FAMILY TRUST <b>Grantee:</b> FAIRWAY CONSTRUCTORS INC ←
<b>Joint Tenancy Deed</b> 2016048441	→ 10/25/2016 04:07:29 PM <b>Grantor:</b> FAIRWAY CONSTRUCTORS INC ↻ <b>Grantee:</b> ROBERTS JAMES B, ROBERTS DONNA M ↻ 226-11-229

5 items found, displaying all items.1

Return to Search Results

## Exhibit 9

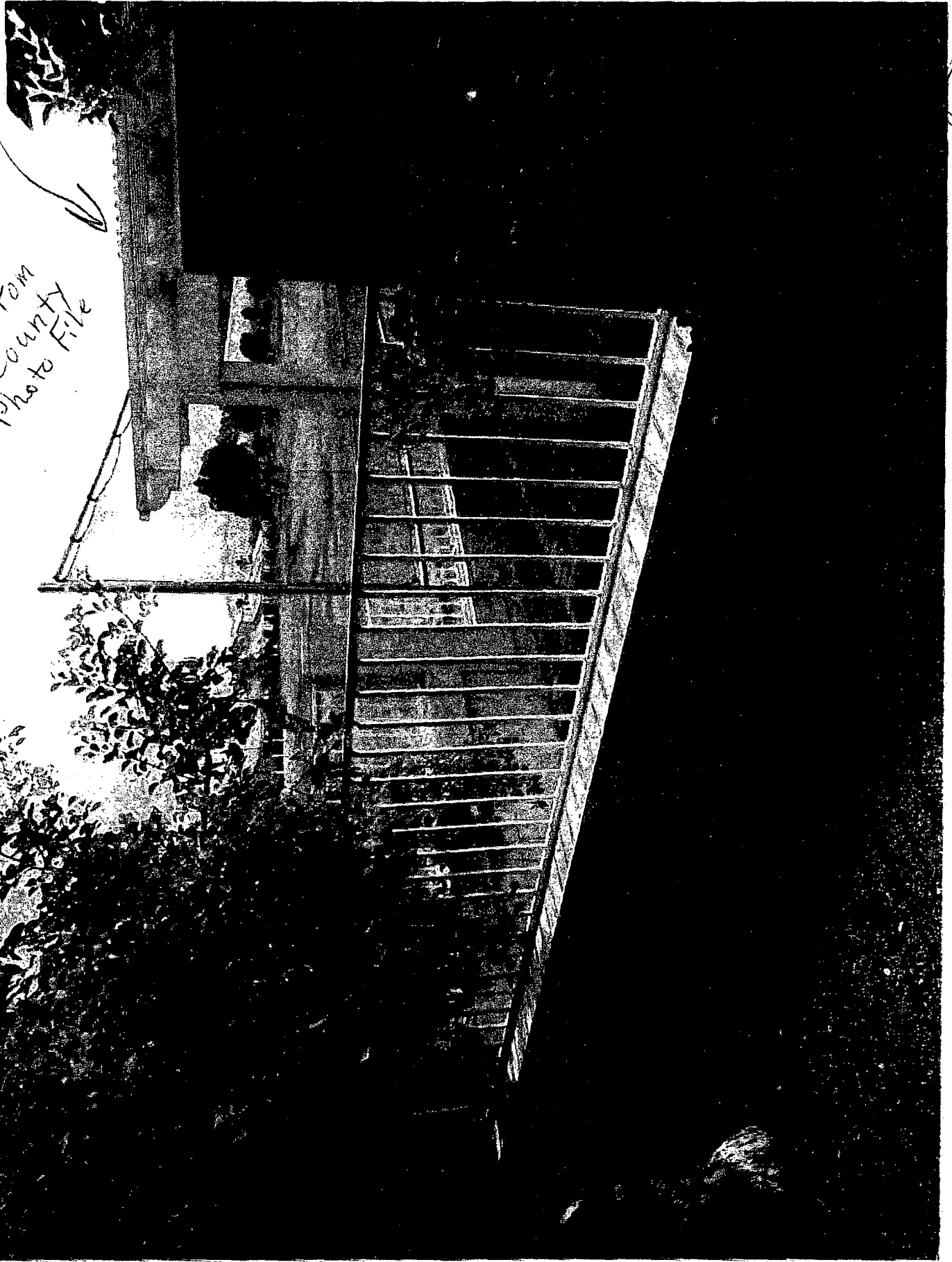
Plaintiff's easterly view thru neighbor's side yard



5' or 6' side yard setback on LIPAN COURT

9  
EAST

From  
County  
Photo File



## Exhibit 10

Supervisor Johnson Quotes at BOS Denial Meeting Oct 3, 2016

10

don't want people upset we want to make it easier for people if this is something they want to do or if they don't want to do apparently legally they have to consent to it or not consent to it.

Director Hont stated you are right Supervisor Angius some of them missed it and obviously they missed it and I agree that it would be proper, after thinking about it, it would be proper to have a second round of that and give them the option again one more time if they want to join that and we're going to do that, thank you.

Supervisor Johnson stated Mr. Hont you were talking about staking and doing all of this manual labor, it's the person requesting that's paying us for that right, we're not doing this out of a...

Director Hont responded no we didn't charge for that because it's for the entire subdivision and it's not their fault. He then stated basically what happened, and Chris Ballard can explain this a lot better than I can, it happened before I came to that position that they had their own special zoning and with a Resolution they established a setback which doesn't match the County setback and then we changed the County zoning ordinance recently not too long ago where we changed the setback to 15 feet from 20 feet for the entire County and then we discovered that these folks will not be covered by that because of their ordinance, original ordinance, so to correct that we proposed that we give this subdivision an option to join in with the rest of the County and they have the same setback as everybody else in the County.

Supervisor Johnson stated okay I guess I mean if I was somebody that lived in this subdivision and I bought in there and I don't know if there's protected views or not but I knew that the setbacks were right along the road here and I would do it now if somebody comes in and builds five foot farther in front of me and we are allowing that it seems to me that we can be liable for some kind of a take on that. He then stated I mean I can't imagine, I can tell you in Lake Havasu they would lynch you for doing something like that that would not go over at all. He stated I don't see why that's becoming an issue now in that subdivision and why we're getting involved in it.

Director Hont stated the, when we listened to these discussions and we had a committee to change the setbacks for the entire County and at that time the arguments were made and there was in front of also the Planning & Zoning Commission that the needs changed for people they want larger garages and larger homes and less yard to maintain and that was the driving force and that was the argument. He then stated and so on the liability issue we worked with the County Attorney and his opinion was that the damages are not, cannot define any damages to anyone but that if every property owner agreed that we change the setback on that property owner then it would be proper.

Supervisor Johnson stated so basically you're forcing this upon the people in there, that's exactly what we're doing your going in there and telling people that. He then stated because I can see maybe some of these lots, I don't know anything about the lots maybe some of them weren't buildable now they are buildable I don't know, but I can see if people bought houses or bought the lots and then built the home expecting other houses to be built with the same setback and now they you know what they will all consider to be hindering on their quality of life. He further stated it seems to me if the CC&R people wanted to come in and ask as a group it would be great but I know we don't follow CC&Rs but we don't go against them either I mean we're not somebody to go in change them but that's my only question that's all I had madam chair.

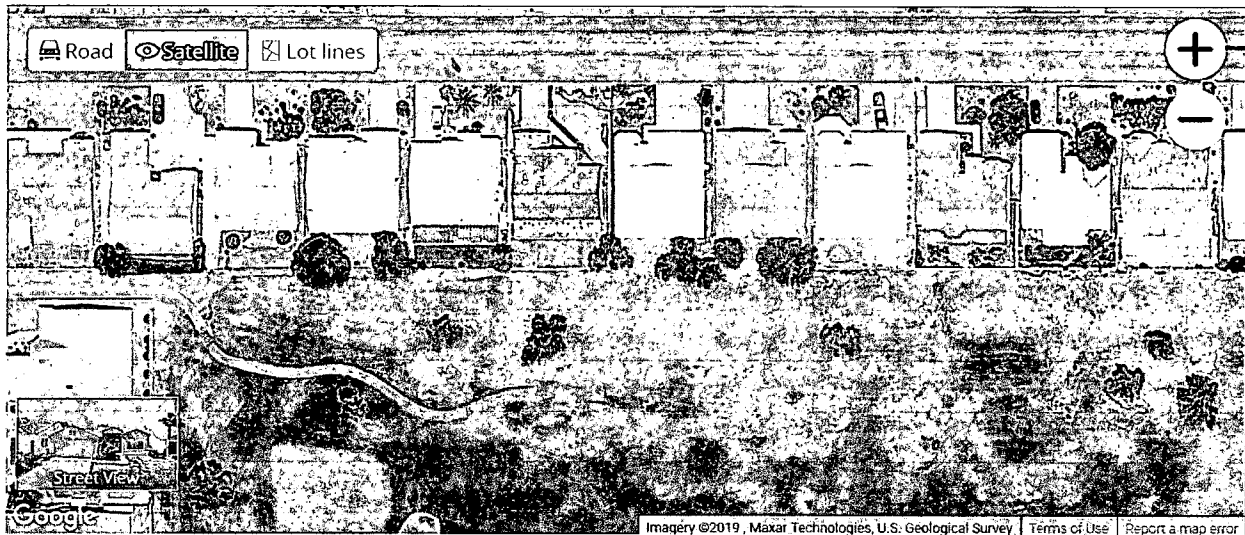
Wrong assumption  
Deputy Atty Directs otherwise  
per Christine Ballard



## Exhibit 11

Photos No frontage road\_lost view impacts

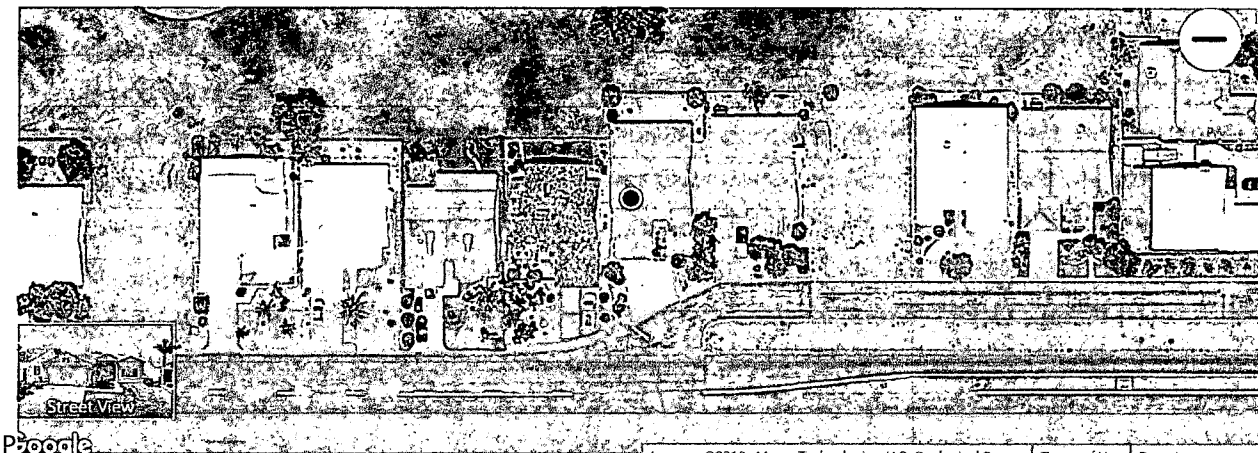
Top: From Lipan Blvd northeaslerly at Mountain View and Crystal Lake The last home on the right clearly is a taking of views from adjacent neighbors.



SOF  
11

← Taking Views

Bottom: Lipan Blvd and Frontage Rd. (Mr. Patch's neighborhood). Displays the Frontage Rd that should have been followed for the entire length of Lipan Blvd. Lost views easterly for the two homes immediately to the west of the last home with Frontage Rd access from his driveway (1661 Lipan Blvd).



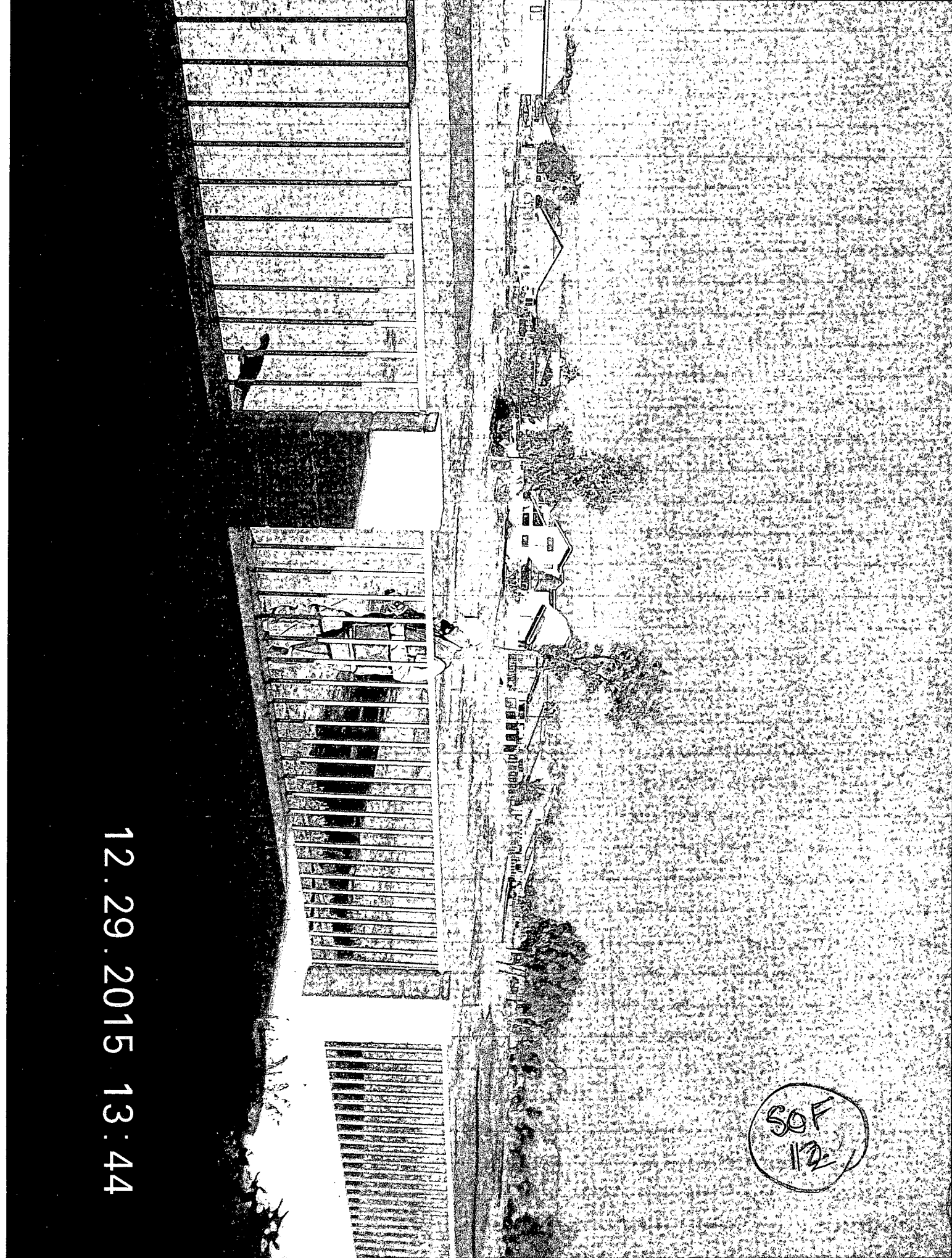
No →  
Frontage Rd

↑  
Impeded  
View  
to the  
east

←  
Frontage Rd  
per  
Subdivision  
Regulations

## Exhibit 12

Photos of Affiant Morse and partner



SOF  
12  
12

SOF  
12

12.29.2015 13:44

12.29.2015 13.44

SOF  
12  
282

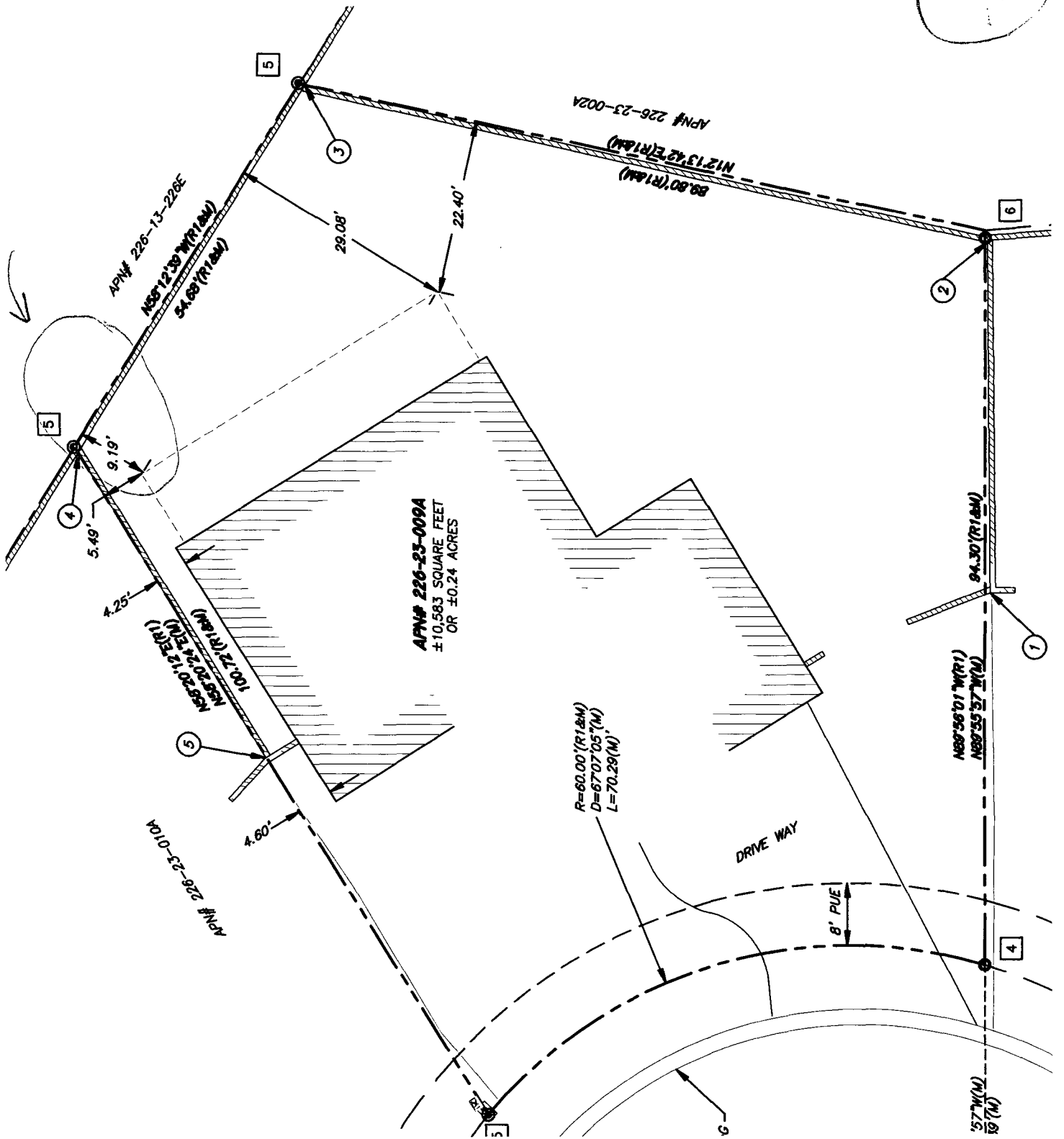


Exhibit 13

Plaintiff's rear yard setback Survey

SOF

13



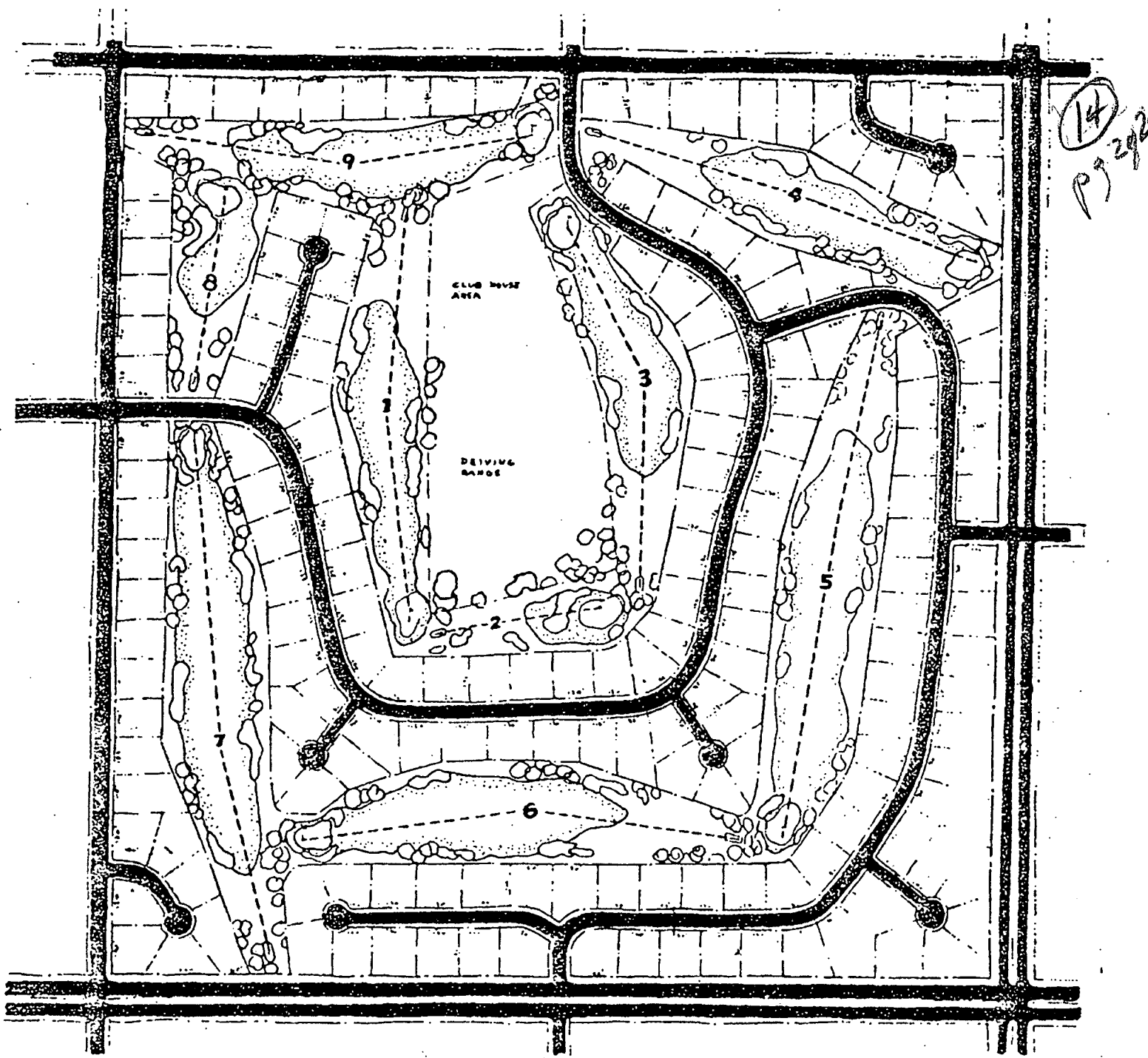
## Exhibit 14

Am Soc of Planning Off. Report No. 135 on "Golf Course Subdivision" and Figure 6

From: American Society of Planning Officials  
Cluster Subdivisions  
Information Report No. 135 June 2060



"*Golf Course Subdivisions.*" Closely related to the cluster idea is the so-called "golf course subdivision" exemplified in Figure 6. The fairways are located in the interior of the blocks. Homes are built in the conventional side-by-side manner, but the rear lot lines adjoin the golf course itself. One reason for building this type of subdivision is the additional value imputed to each lot, which, according to a study by the Urban Land Institute has been estimated at approximately \$2,000 for an average lot (*Urban Land*, September 1958). When the common area — in this case, a golf course — is a revenue-producing property or so increases the value of adjacent property, there seems to be no compulsion to reduce lot area requirements as a "bonus" for providing the facility. In suitable situations, the heightened property values, stabilized over a period of time, seem to be reason enough for departing from conventional site design practice.



A golf course subdivision, Phoenix, Ariz., as proposed by John F. Long, Home Builder, Inc. Note maximum number of lots abutting the 9-hole golf course and treatment of lots abutting traffic arteries.

*(Emphasis supplied)*

## Exhibit 15

Email to Legislators – Amend 33-441

**nancyknight**

SOF

15

**From:** "nancyknight" <nancyknight@frontier.com>  
**Date:** Monday, December 16, 2019 8:09 AM  
**To:** "Sonny Borrelli" <sborrelli@azleg.gov>  
**Cc:** <RCobb@azleg.gov>  
**Subject:** Re: Follow up on "Legislative amendment, clarification or rescinding needed for Statute 33-441 et. al.

Dear Hon. Senator Borrelli,

As the new year approaches, can you tell me if the Analysts have been working on a possible amendment to Statute 33-441?

As the photos sent you showed, unimproved lots that have NOT been in high demand over the years have real estate "for sale" metal signs and sign riders that rust and come apart in our high wind area. This creates a hazard to persons and property. Twenty-five percent of our lots are still unimproved in Desert Lakes Golf Course and Estates that was created as a 300+ acre subdivision in 1988.

I am hoping for an amendment that specifies Statute 33-441 applies to improved lots. A simple amendment to do I think.

The other related statutes also do not specify improved lots and those statutes include "for rent" and "for lease" signs. This does not make a lot of sense because of ordinances that prohibit parking lots on residential property and I do not know any other viable use for people who want to rent or lease their unimproved residential lot.

If the legislature believes that signs should be allowed on unimproved lots the amendment could include a 3 month limit on posting and the condition that the sign must be replaced when rusted. It think wooden signs and sign riders would be less injurious although not completely free of harm to persons or property.

Looking forward to a response,

Nancy Knight  
 1803 E. Lipan Circle  
 Fort Mohave, AZ  
 928-768-1537

**From:** Sonny Borrelli  
**Sent:** Wednesday, July 31, 2019 7:08 PM  
**To:** nancyknight  
**Subject:** Read: Follow up on "Legislative amendment, clarification or rescinding needed for Statute 33-441 et. al.

Your message

To: Sonny Borrelli  
 Subject: Follow up on "Legislative amendment, clarification or rescinding needed for Statute 33-441 et. al.  
 Sent: Wednesday, July 31, 2019 1:12:44 PM (UTC-07:00) Arizona

was read on Wednesday, July 31, 2019 7:08:36 PM (UTC-07:00) Arizona.

12/16/2019

Exhibit 16

Email - Realtor with Integrity



**nancyknight**

**From:** "nancyknight" <nancyknight@frontier.com>  
**Date:** Tuesday, March 05, 2019 5:32 PM  
**To:** "Terri Sponder" <tfsponder@gmail.com>  
**Subject:** Re: New Message From Sponder & Associates Realty - Home sales in Bullhead City and Mohave County

SOF  
16

Dear Terri,  
Thank you for your understanding and I appreciate your willingness to inform buyers of the CC&Rs.  
Nancy

**From:** Terri Sponder  
**Sent:** Tuesday, March 05, 2019 10:31 AM  
**To:** Nancy Knight  
**Subject:** Re: New Message From Sponder & Associates Realty - Home sales in Bullhead City and Mohave County

Nancy,  
Thank You for taking the time to contact us. It was only recently that I became aware that there are CC&Rs in your area. You are right, we have marketed no HOA. Going forward, we will disclose that while there are no HOA dues, there ARE CC&Rs.

Terri Sponder  
928-444-5150



On Tue, Mar 5, 2019 at 6:04 AM Nancy Knight <mail@teamsponder.com> wrote:

Please reply to this message for information on CC&R enforcement in Desert Lakes Golf Course and Estates. Your company recently posted signage on Lipan Circle and your website advertising needs to inform buyers that we do not have an HOA but do have CC&Rs. I have a law suit in progress and I was adjudicated for enforcement in April 2018. Not fun but necessary to try to stop the blighted appearance that RVs, boats, wood fences, and more are creating in my community. One realtor has already advertised misinformation in Internet ads regarding long driveways for parking RVs. That would be a violation of our CC&Rs. She did not reply to me. Full disclosure is supposed to be the law,

## Exhibit 17

Email Zillow – HOA and CC&R display request

**Nancy Personal Mail**

**From:** "Nancy Personal Mail" <nancy@thebugle.com>  
**Date:** Monday, December 16, 2019 8:27 AM  
**To:** "Zillow" <care@zillow.com>  
**Subject:** Re: [Zillow Help Center] Re: HOA v. CC&Rs


17 50F

Stephen,  
Did Development Services decline to include the line item for CC&Rs?  
I would think this would be an easy programming insertion.  
Nancy

**From:** Stephen Y. (Zillow)  
**Sent:** Wednesday, July 03, 2019 9:19 AM  
**To:** Nancy  
**Subject:** [Zillow Help Center] Re: HOA v. CC&Rs

## - Please type your reply above this line - ##

Your request (7464048) has been updated. To add additional comments, reply to this email.

 Stephen Y. (Zillow Help Center)  
Jul 3, 9:19 AM PDT

Hello,


Thank you for contacting us. As you mentioned, currently we do not have search filters related to CC&Rs available on our site. We are constantly looking to improve user experiences with Zillow. I can definitely understand how this would be helpful in organizing your home search and it may be a something that we look into adding in the future. I will share this suggestion with our development team in an effort to improve the site in the future. We apologize for any inconvenience.

Thank you,

Stephen

Consumer Care Advocate

Visit Our Help Center: <https://zillow.zendesk.com/hc/en-us>

 Nancy  
Jul 2, 6:31 AM PDT

When properties are listed on Zillow you have a field that is filled in for HOAs but do not have a field for CC&Rs. I am requesting that you include this field for properties that have CC&Rs but do not have an HOA. It will prevent fraud by agents who claim such things as long driveways for parking an RV such was the case with Azar Jam in Desert Lake Golf Course and Estates, She ignored my webmail informing that RVs in driveways is prohibited. When there is no HOA posted on Zillow, consumers are led to believe there are also no CC&Rs. Please help prevent fraud by including this line item on the front page of your listings

[M7VXXR-2DW9]

## Exhibit 18

Christine Ballard – 2 pages- Something suspicious

**Nancy Personal Mail**

**From:** "Christine Ballard" <Christine.Ballard@mohavecounty.us>  
**Date:** Wednesday, July 24, 2019 2:38 PM  
**To:** "Nancy Personal Mail" <nancy@thebugle.com>  
**Subject:** Re: No Violations Found

SOF  
18  
1 of 2

I think you got this but keep in mind we interpret the zoning ordinance not Nancy.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Nancy Personal Mail <nancy@thebugle.com>  
**Date:** 7/24/19 3:08 PM (GMT-07:00)  
**To:** Scott Holtry <Scott.Holtry@mohavecounty.us>, Jenny Nelson <Jenny.Nelson@mohavecounty.us>  
**Cc:** Tim Walsh <Tim.Walsh@mohavecounty.us>, Christine Ballard <Christine.Ballard@mohavecounty.us>  
**Subject:** Re: No Violations Found

Hello Scott,

Because this is an issue that our State Legislative analysts are reviewing and for the purpose of Disclosure for my efforts, I must be very detailed and specific in my reply. To that end, and with no disrespect intended, I must ask for a reconsideration of your conclusion and rationale for "No Violations Found".

I cite several reasons per several sections of the Mohave County Zoning Ordinance and per your former email where you stated that "If the sign is located on a parcel and the property owner of that parcel is **indicating that their lot is for sale** and that the construction company listed on the sign will build to suite on that lot then the sign is in compliance and falls under Section 42.D.1.j. of the Zoning Ordinance."

For one thing the words "For Sale" does not exist on these signs. The phone number is assigned to Fairway Constructors, Inc. which is on Hwy 95. These signs are off-premises signs as defined below.

Section 42 B (Definitions) at the top of page 186. Off-Premises (Off-Site) Sign: Any sign that advertises goods, products, entertainment, services, or facilities, and directs persons to a different location from where the sign is installed.

The signs I took photos of and gave to Jenny Nelson on or about July 10, clearly show there is no "for sale" words on the signs. I also showed that the logo for US Southwest is for their Development Services division. The entire signage is for two companies that have off-premises advertising signage according to the definition of off-premises signs in the County Ordinance. I have attached a file of three photos regarding maintenance and setback issues too that I did not include in my Complaint. Maintenance and setbacks are relevant to the purposes for which the County Ordinance was established and for which the County should take an interest for enforcement on your own.

Section 42 D.1.j relates to Exempt Signs. and para. j states: [Exempt] Signs in any zone, including signs that advertise a good or service that are unlit, and do not exceed six (6) square feet. Limited to one (1) sign per parcel or lot. The sign can only advertise a good or service if it is allowed by the applicable zoning district it is located in.

Here is where I find a conflict where a business activity - such as promoting development services or construction services - would not be allowed on residential property. The following Section describes signs allowed in residential zones.

Section 42. I. Signs permitted in residential zones.

The following on-premises signs are permitted in residential zones:

- a. Multi-family residential uses may have one (1) indirectly lighted or unlighted identification sign of a maximum of thirty (30) square feet in area, placed on a wall of the building containing only the name and address of the building and one monument sign not to exceed seventy-two (72) square feet at the entrance.
- b. Subdivision signs. Subdivisions and planned communities may have one monument sign not to exceed seventy-two (72) square feet at each entrance.
- c. Temporary signs as allowed in Section 42.E of these Regulations.

12/17/2019

Rec 2018

18  
2012

Comments made by Christine Ballard, Planning and Zoning Manager in reference to Mr. Knight's request for information of 10-03-18:

- It appears that Parcel VV was zoned M (General Manufacturing) in 1968 when the county was originally zoned. Parcel VV is in the S1/2 of the SW1/4, Section 35, Township 19 North, Range 22 West
- A rezone requested by Ray Jackson in 1987 rezoned the east half of Section 35 to R-M (Multi-Family Residential/ Ten Acre Minimum Lot Size) zone, but the resolution specifically leaves the S1/2 of the SW1/4, Section 35 as General Manufacturing.
- • A rezone in 1988 by Darrell Spence rezoned the E1/2 of Section 35, and a portion of the SE1/4 of Section 36 to be R-O (Single Family Residential/Mobile Homes Prohibited) and R-M (Multiple Family Residential). The difficulty with this resolution is that it was silent on which parcel was zoned R-M. The final plat showed a multiple family residential parcel as Parcel VV in the SW corner of Desert Lakes Golf Course and Estates, but there is no way to be certain that Parcel VV was the parcel intended in the rezone. It was this rezone that cleared the way for Desert Lakes Golf Course and Estates, Tract 4076.
- • Another rezone in 1989 by Frank Passantino rezoned the entire Tract 4076, including Parcel VV, from R-O (Single Family Residential/ Mobile Home Prohibited) and R-M (Multiple Family Residential) to S-D/R (Special Development/Residential) and S-D/C (Special Development Commercial). A rezone in 1993 clarified the residential setbacks for Tract 4076, setting the setback to those found in the CC&Rs.
- A rezone in 1998 by Sterling Varner, rezoned Parcel VV, from A-R (Agricultural-Residential) to S-D/R-O (Special Development/Single Family Residential/Mobile Homes Prohibited) zone setting the minimum lot size at 4,800 sq. ft. and setting setbacks for the development. This rezone allowed a resubdivision of Parcel VV and part of Parcel KK as Tract 4163. Why the 1998 rezone notes that Parcel VV was zoned A-R is unknown, as it was never zoned A-R, and it was most likely zoned S-D/R in 1989. Whatever the zoning history, the parcels created in Tract 4163 are now zoned S-D/R-O and are subject to the condition in the 1998 resolution.

Corruption  
&  
Violation  
of CC&Rs

Note by  
Nancy Knight  
for case CV 2018 04003  
2019

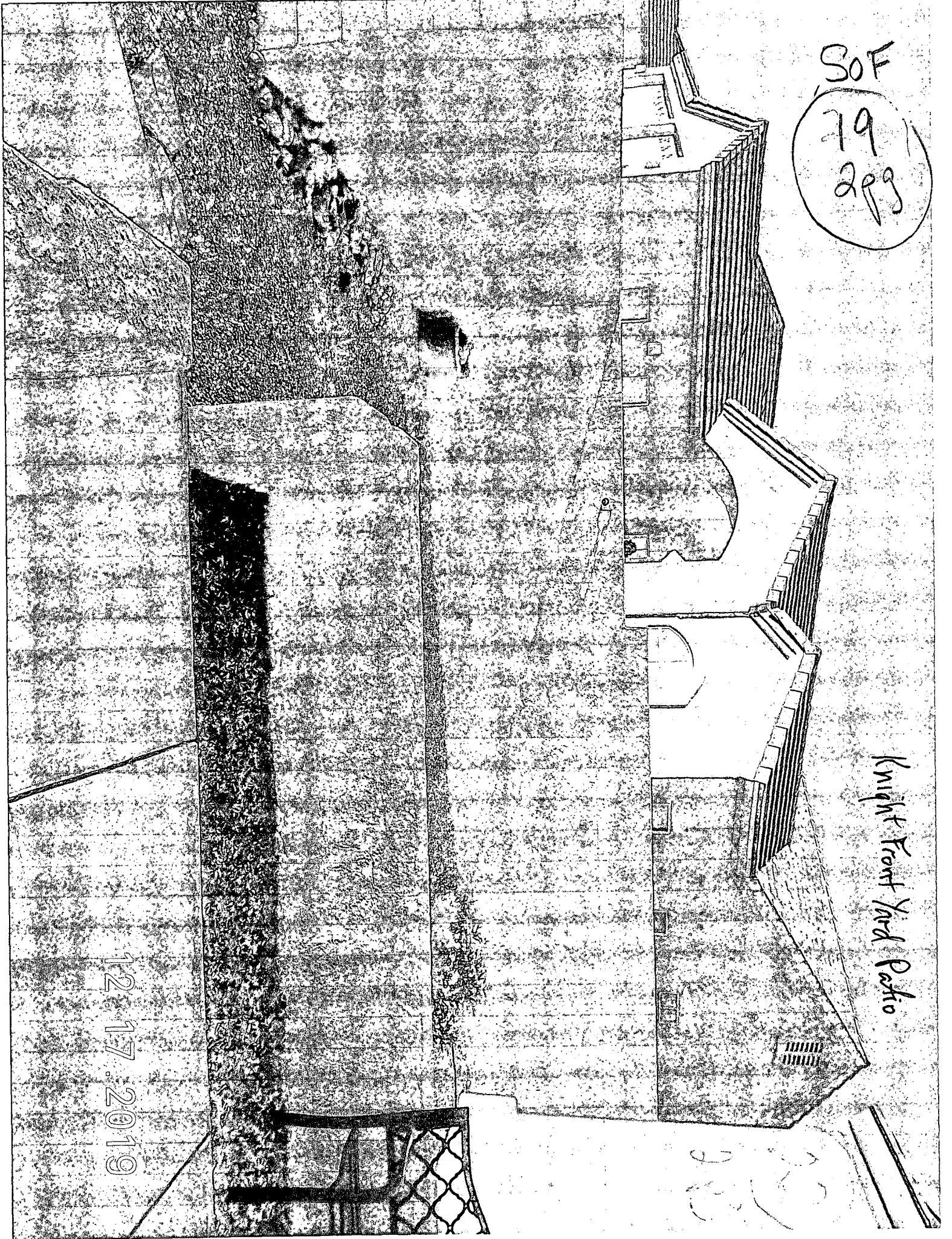
## Exhibit 19

Knight & neighbor's Front yard patio enclosures

SOF  
79  
299

Knight Front Yard Patio

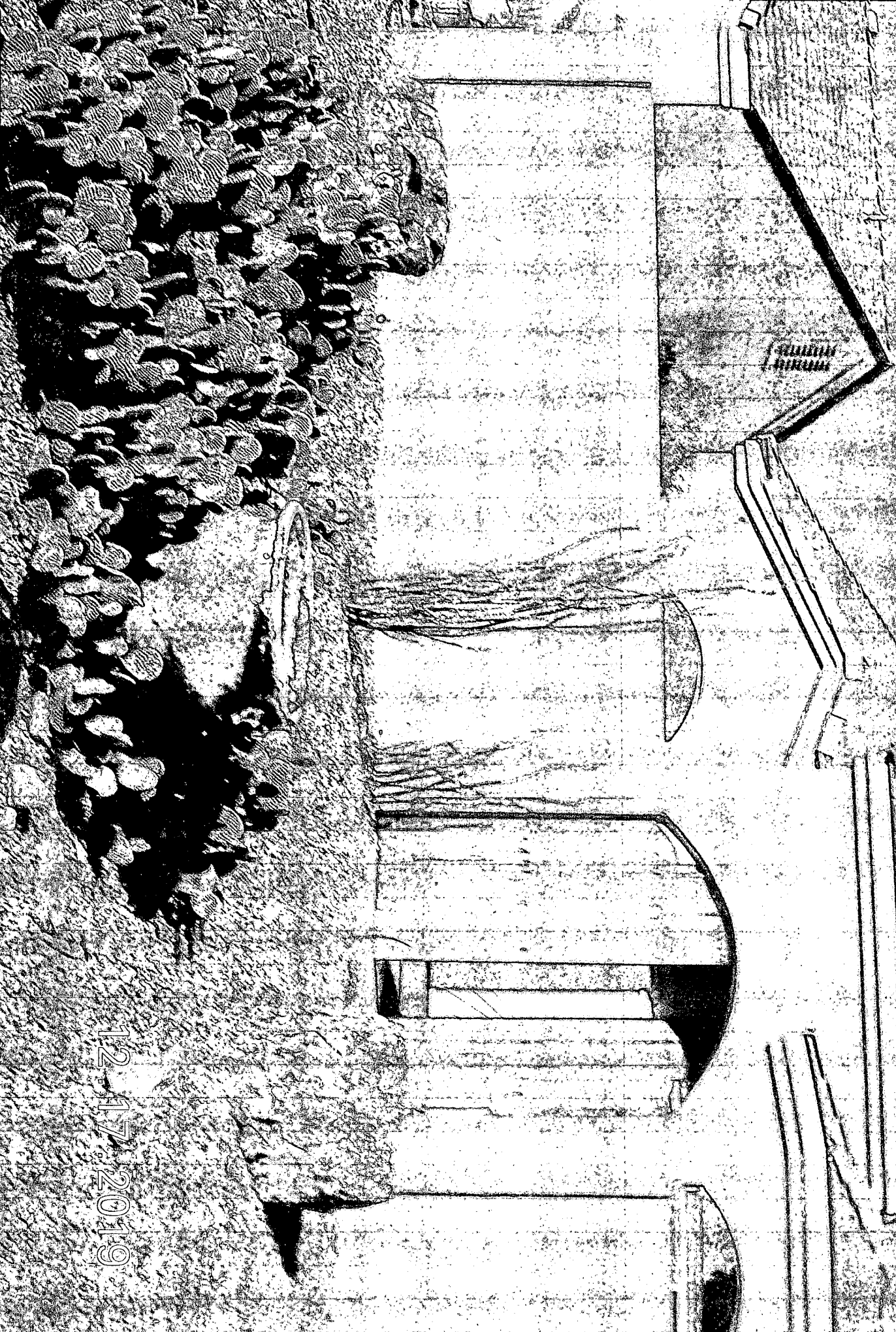
12.17.2019





19  
2/2

Neighbor's Front Yard Paved with Gate



12-17-2019

Exhibit 20

Fence assurances – Karl Taylor

**Nancy Personal Mail**

**From:** "Karl Taylor" <Karl.Taylor@mohavecounty.us>  
**Date:** Tuesday, July 23, 2019 12:25 PM  
**To:** "nancyknight" <nancyknight@frontier.com>  
**Cc:** "Christine Ballard" <Christine.Ballard@mohavecounty.us>; "Scott Holtry" <Scott.Holtry@mohavecounty.us>  
**Subject:** RE: Re #2: More FYI and a few Questions related to the SD Policy cited in your 2015 memo

SOF  
 20

Generally, for subdivision improvements required by regulation, or as a condition of project approval, the developer has the option of "as-built" those improvements prior to recordation of the Final Plat, or they must post an assurance to cover those improvements.

While each project has to be processed by the regulations in place at the time the project is proposed, each proposal is also subject to conditions of approval that the Board of Supervisors may find appropriate to the particulars of each development.

I defer to Chris Ballard, as Zoning authority, for interpretations of the SD requirements, which are largely separate from the process for subdivision improvements.

**From:** nancyknight [mailto:nancyknight@frontier.com]  
**Sent:** Tuesday, July 23, 2019 11:47 AM  
**To:** Karl Taylor <Karl.Taylor@mohavecounty.us>  
**Cc:** Christine Ballard <Christine.Ballard@mohavecounty.us>; Scott Holtry <Scott.Holtry@mohavecounty.us>  
**Subject:** Re #2: More FYI and a few Questions related to the SD Policy cited in your 2015 memo

Second Response: This question is specifically in reference to Tract 4163 whereby you cited in your 2015 memo assurance for walls and per a letter from Dennis K. Shigeoka, P.E., stating "All of the walls are of sound construction..." as of that date [2005 or so I assume], for all the walls throughout Tract 4163. His letter was the basis for the release of the assurance for Tract 4163, as all other subdivision improvements had been "as-built" prior to the approval of the Final Plat..."

Does this mean that the SD zoning for Tract 4163 "required" assurance for fencing prior to approval of the final plat?

I am trying to understand how to pose my questions to Ms. Ballard when she returns. For example Tract 4076-A, 4076-B, 4076-C, 4076-D, 4132, and 4159 all have SD zoning - just as as my Tract 4163 does. I think you are saying that I will have to reference each Tract number and have Christine look up the SD zoning for the final plat date in order to determine what the conditions for their final plats were in regards to fencing. Is that what you mean?

Unfortunately the defendants are raising this issue and others in their Disclosure or I wouldn't have to trouble everyone with so many questions.

Nancy

**From:** Karl Taylor  
**Sent:** Tuesday, July 23, 2019 8:24 AM  
**To:** nancyknight  
**Cc:** Christine Ballard ; Scott Holtry  
**Subject:** RE: More FYI and a few Questions related to the SD Policy cited in your 2015 memo

Hello Nancy,

Interesting. I didn't know about the adjudications you mention.

Ultimately it has to be Christine Ballard who provides the interpretations of what a given provision arising out of the Zoning Ordinance may mean, or determinations of zoning policy, as that is not my purview, and as she's been working with you on these issues I believe. While she's out I'm attempting to be responsive to you, and help answer what I can, but some of your questions will have to be answered by Chris.

Because there are several different tracts and various phases, all with a similar (but not identical) name including "Desert Lakes", I'd suggest greater specificity in putting your questions to Chris on those matters of interest to you, so there is clarity as to which project you mean.

Standards have evolved over time as well, new ordinances adopted and amended. Projects developed in 1989 would not necessarily be required to

12/16/2019