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2019 DEC 27 PM 4:20
VALIANT TANNELL
SUPERIOR COURT CLERK

1 NANCY KNIGHT
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 928-768-1537
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5 Plaintiff Pro Per

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

8 NANCY KNIGHT

9 Plaintiff,

10 and

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

20 Defendants.

Case No.: CV 2018 04003

**RESPONSE TO DEFENDANTS'
MOTION FOR
SUMMARY JUDGMENT
FILED ON DECEMBER 6, 2019**

Honorable Judge Jantzen

21 COMES NOW Plaintiff Pro Per Nancy Knight respectfully petitioning the Court
22 to Deny the defendants' attempts for dismissal of this case. Repeated attempts at
23 dismissal began in February 2018 and ended on April 2, 2018 with the Hon. Judge
24 Carlisle taking Oral Arguments in a Summary Judgment. The Hon. Judge Carlisle
25 granted Plaintiff rights to Count One ("Violations of Covenants, Conditions and
26 Restrictions") within this Complaint and within Tract 4076-B. Given this fact, dismissal
27 of Count Two will not dismiss this case in its entirety as the Defendant's suggest. Count
28 Two (Injunctive Relief) is still pending judicial resolution. There exists numerous



B8015CV201804003

1 genuine issues of material fact.

2 Pursuant to Plaintiff's responses to this Motion for Summary Judgment her
3 understanding is as follows:
4

5 *Your response must be filed within thirty (30) days from the date this*
6 *motion was served. Your response to the motion must include: (1)*
7 *A statement of facts, with each of the facts stated separately in numbered*
8 *paragraphs or numbered sentences. A statement of facts must be supported*
9 *by affidavits, exhibits, or other material that establishes each fact by*
10 *admissible evidence. It is not enough for you to simply deny facts.*
11 *You must present evidence that shows a genuine dispute of the facts.*
12 *(2) A memorandum of law that summarizes the issues, provides legal*
13 *authority in support of your position, and describes why the judge*
14 *should deny the motion."*

15 **PLAINTIFF'S STATEMENT OF FACTS**

16 1. Material Fact: Defendants Deny Plaintiff's Rights to prosecute Count One
17 violations. On April 2, 2018 in the Court's Motion for Summary Judgment by the Hon.
18 Judge Carlisle, Plaintiff was granted rights to prosecute Covenants, Conditions and
19 Restrictions (hereinafter "CC&Rs") violations in Tract 4076-B and within the Original
20 Complaint that was filed on or about January 22, 2018. In the original complaint, the
21 Count One subheading, for Plaintiff's lack of a better term, is entitled, "Violations of
22 Covenants, Conditions and Restrictions". Multiple violations in Tract 4076-B have been
23 a part of the Court record since that ruling.

24 One such example of setback violations in Tract 4076-B is Supra Exhibit 1 in
25 Plaintiff's Motion for Partial Summary Judgment filed on or about November 25, 2019.
26 This exhibit is in regards to the violations attributed to Siavosh Sanaye or Sanaye Siavosh
27 as the case may be and Fairway Constructors who appears to be the cause of the
28

1 violations as the developer of the lot. The Grice home on Lipan Blvd. is another setback
2 violation in Tract 4076-B that is a part of the record as committed by Fairway
3 Constructors during litigation. Plaintiff attempted to include Jordan and Gina Grice in a
4 sample Amended Complaint filed on October 18, 2018; however, the Court considered
5 this a pleading for Reconsideration of Dismissal of Count One due to Plaintiff's new
6 evidence in support of the "one subdivision" controversy that, in part, led to the
7 Plaintiff's limited rights to prosecute violations only in Tract 4076-B. The Grice home
8 was also a part of the pleading for Leave to Amend the Complaint as Supra Exhibit 4,
9 filed on or about June 19, 2019. This Motion for Leave to Amend the Complaint for Tract
10 4076-B was denied by the Hon. Judge Jantzen on or about October 4, 2019 and the
11 Plaintiff concurs that this was not an error of judgment on the part of Judge Jantzen since
12 the inclusion of Fairway Estates, a separate subdivision, was erroneously included in this
13 proposed Amended Complaint. On December 4, 2019, the Hon. Judge Jantzen reuttered
14 Plaintiff's right to prosecute violations (Count One) in Tract 4076-B only. Count Two has
15 not been dismissed and involves more than advertising on unimproved lots.
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21 Plaintiff has paid attorney consult fees to learn how to properly file a sample
22 Amended Complaint with the Does who committed the violations listed by name, and
23 was advised that including the current owners of the homes that have the setback
24 violations caused by others is proper procedure. Consulting counsel advised that finding
25 Siavosh for service is something Plaintiff's process server will do in a skip trace.
26

27 But for this Motion for Summary Judgment, Plaintiff would have filed a Motion
28 for Leave to Amend the Complaint with an attached proposed Amended Complaint for

1 the Does yet to be named, and if approved, to be served. Count One was dismissed only
2 with respect to Defendant Robert's home. This fact is a part of the record in the
3 Transcript of the Hon. Judge Carlisle's ruling which left the door open for the Does who
4 have committed CC&R violations (Count One) in Tract 4076-B to be named in an
5 Amended Complaint and served. **Exhibit 1a** - Transcript of Judge Carlisle's rationale and
6 understanding on April 2, 2018. **Exhibit 1b** – Dec. 4 Hearing Minute Order; Judge
7 Jantzen's Court, top of page 2 "The Court reutters his ruling made on October 30, 2019
8 regarding the Plaintiff's right to move forward with matters as it affects Tract 4076B"
9
10

11
12 2. Material Fact: Disputed Count One Enforcement. Attempted violations are also
13 prosecutable rights found in the CC&Rs for Tract 4076-B (paragraph 20). The egregious
14 attempted violation by Defendant Azarmi for reduced setbacks to fifteen feet, front and
15 rear, for every lot in the entire Desert Lakes Subdivision Tract 4076 through a Board of
16 Supervisors (hereinafter "BOS") Resolution included the Plaintiff's lots in Tract 4076-B.
17

18 The attempted violation to reduce setbacks through BOS Resolution Amendments
19 has been factually determined to have been committed by Mr. Azarmi. Evidence exists in
20 the record in the form of an email from the Director of Development Services, Tim
21 Walsh, and through Mr. Azarmi's presentation before his fellow Planning Commissioners
22 for the Resolution to amend Res. 93-122 that was video recorded on or about September
23 25, 2016.
24
25

26 Plaintiff expended an extraordinary amount of research time and money to object
27 to BOS Resolutions 2016-125 and its sister BOS Resolution 2016-126 that achieved
28 Denial by the BOS in a 3-2 vote on October 3, 2016.

1 Plaintiff should not be denied a right to prosecute Mr. Azarmi for this egregious
2 attempted violation (Count One) for fifteen foot front and rear setbacks in an Amended
3 Complaint and her rights to compensation for her time and money expended (Count Two)
4 in achieving denial from the BOS. (Emphasis supplied). Resolution 93-122 “clarified”
5 the established twenty foot setbacks, front and rear, for all lots in Desert Lakes Golf
6 Course and Estates Tract 4076 as approved for Frank Passantino of Desert Lakes
7 Development L.P.
8

9
10 The last line on page 3 of the Recorded denial at Fee No. 2016046551, that lists on
11 page 1 all of the parcel numbers whose owners had completed the necessary
12 documentation correctly for the amendment to Res. 93-122 states, “...the Board... on
13 Monday, October 3, 2016, DENIED this Amendment to BOS Resolution 93-122.”

14
15 **Exhibit 2a** - Paragraph 20, Book 1641, page 899 regarding attempted violations. **Exhibit**
16 **2b** – Plaintiff’s RV Garage inquiry had she opted-in to the BOS Resolution Amendment.
17 **Exhibit 2c** – Res 93-122 that clarified Desert Lakes SD/R setbacks. **Exhibit 2d** –
18 Recorded Denial for Resolution No. 2016-125 - 3 pages.
19

20
21 3. Material Fact: Injunctive Relief (Count Two) is still necessary in Plaintiff’s
22 attempt to prevent further victims to be cited as Does in this case. Plaintiff’s desire for
23 Injunctive Relief is to prevent expansion of the scope of her Complaint to any future
24 violations beyond the date of this Response.
25

26 Existing violations, committed by, or caused to be committed by the Defendants
27 are already a part of the evidence in this case. Specifically the Grice home and the home
28

1 that was sold by Mr. Siavosh. Supra exhibits 4 and 1 respectively as cited on page 2 and 3
2 above.

3
4 4. Material Fact. Defendants refuse to correct their nuisance signs. It is time for
5 preliminary and permanent injunctive relief to proceed after Plaintiff's Motion for Partial
6 Summary Judgment is ruled upon for the portion of Count Two regarding a controversy
7 on business advertising (signs) on unimproved residential lots. As has been shown in
8 photographic evidence these signs are a nuisance. Included in the Injunctive Relief
9 sought is paragraph 63 of the original Complaint. **Exhibit 3** – Compensation, Page 16,
10 para. 63.
11

12
13 5. Material Fact. Defendants object to their reimbursement of tax dollars into the
14 General Fund. Since the filing of the original Complaint, Plaintiff learned of a
15 misappropriation of government funds in the amount of an estimated \$12,500 for
16 Defendant Azarmi's proposed BOS Resolution Amendments. These monies were taken
17 from the General Fund that includes Plaintiff's taxpayer dollars. In the words of the Hon.
18 Supervisor Johnson on October 3, 2016, he asked then Director of Development Services,
19 Mr. Hont, "it's the person requesting that's paying for that right, we're not doing this out
20 of a..." Supervisor Johnson stopped short of completing the sentence. Mr. Hont's
21 deceptive answer was "No... not their fault". We now know it was not their fault, it was
22 his fault (Mr. Azarmi's fault). Plaintiff believes that a jury should decide if Mr. Johnson's
23 truncated sentence has to do more with "we're not doing this out of a" favor to a
24 politically well-connected developer are we? Defense attorney Oehler was able to attempt
25 to prevent the Plaintiff from pleading to the jury for reimbursement of these monies into
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1 the General Fund through a letter he obtained from the former County Attorney Ekstrom.
2 For the record, Plaintiff will not be seeking reimbursement as a County employee nor
3 acting on behalf of the County. Plaintiff is a taxpayer and expects her taxpayer dollars to
4 be used appropriately. **Exhibit 4** – BOS Minutes, pertinent page 22 with notable quotes
5 by Supervisor Johnson and others encircled and underscored.
6

7
8 6. Material Fact. Defendants' Affiants conflict with Plaintiff's Realtor
9 communications favoring CC&R enforcement. Property owners who abide in the rules
10 and who purchased property in the Desert Lakes Golf Course and Estates Subdivision
11 Tract 4076 expecting protections from violations have a right to expect justice when the
12 self-serving few, or many, defy the contract and act in contempt of the rules. Evidence of
13 need for a positive outcome in this case is presented as email and social media
14 communications. Supra Exhibit 1 in Plaintiff's June 2019 Motion for Leave to Amend
15 Complaint with Judge Gordon presiding, is a series of email communications with
16 Realtor Gina Harris on April 6, 2017, June 28, 2018, and May 2, 2019. Snapshots of
17 social media communications between August 8 and Aug. 9, 2019 is between the
18 Plaintiff and property owners Sasha Bennick and Don Foust (a Realtor in Tract 4076-B).
19
20 A follow-up Email was sent to Gina Harris on November 1, 2019. Given that two real
21 estate professionals have expressed an opinion on the need for enforcement, Plaintiff is
22 encouraged to continue this pursuit.
23
24
25

26 Don Foust

27 Nancy Knight I think you are on the right track. I do not want
28 HOA but to have some way to get the folks who violate the CC&Rs
to correct them. I don't want to see it become something that causes
people to get upset or angry. I think most that violate the CC&Rs

1 probably don't even know they are.

2 Nancy Knight

3 Hello Don, For starters, I formed a Group that has a poll for people
4 to vote on whether they would be interested in having an
5 unincorporated association. Can you get to the Group category
6 for Desert Lakes and vote please? I have explained a little about
7 what duties the unincorporated association would be authorized to do.
8 As for CC&R enforcement, even a prominent Realtor who lives in
9 Desert Lakes is also hoping for CC&R enforcement. I agree that
10 we do not want to get people angry but we also do not want our
11 community to become blighted. Rules need to be followed for
12 everyone's property protection.

13 Plaintiff understands that her evidence needs to be verifiable. The best she can
14 offer is her snapshots of website communications between August 8 and August 9, 2019.
15 Unfortunately there are those in the community who objected to Plaintiff's posts and filed
16 so many complaints against her that she has been permanently suspended and all of her
17 posts have been removed from the website. Politics is a very powerful tool.

18 Dismissal of this case will destroy the intent and validity of the CC&Rs with no
19 opportunity for a jury to achieve remedy and justice on behalf of victims. Any argument
20 presented by the Defendants regarding a lack of enforcement, which is not a proven fact
21 on their part regardless of how many hearsay Affidavits they obtained, is however,
22 irrelevant due to the non-waiver clause in paragraph 20, Book 1641, p. 899 (supra exhibit
23 2a herein). Plus the Affiants are employees and/or close associates of the Defendants
24 and/or violators themselves. Plaintiff has not rallied Affidavit support for this civil action.
25 Plaintiff has never met Realtors Don Foust, Realtor Gina Harris or Sasha Bennick.
26 Plaintiff pleads on factual evidence presented as exhibits. **Exhibit 5a** – Social Media
27 snapshots of conversations. **Exhibit 5b** – Follow up Email to Realtor Gina Harris on
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1 November 1, 2019.

2 7. Material Fact: Defendants claim County can give them permits. Plaintiff
3 contends the more restrictive CC&Rs govern. Property owners are protected from County
4 ordinances that are in conflict with the provisions of the CC&Rs. Defendants' Affiant
5 testimonies with respect to County ordinances is irrelevant. Paragraph 21 in Tract 4076-B
6 CC&Rs states: "In the event that any of the provisions of this Declaration conflict with
7 any other of the sections herein, or with any applicable zoning ordinance, the more
8 restrictive shall govern..." (Emphasis supplied) Paragraph 21 continues: "No invalidity
9 of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not
10 affect the remaining portions of this instrument or any part thereof..." (Supra Exhibit 2a
11 herein - for paragraph 21, Book 1641, page 899).

12 8. Material Fact: Defendants claim satellite Dishes and antennas are prominent
13 violations. Plaintiff cites existing law prevails. All of the sections in the CC&Rs were
14 considered valid in law at the time the CC&Rs were recorded. Due to changes in law
15 over time, we are to consider the restriction against "for sale" signs on unimproved lots
16 and restrictions against antennas and satellite Dishes "as if they had not been inserted".
17 (Emphasis supplied) **Exhibit 6** - Book 1641, page 900, paragraph 21 as carried over to
18 this page.

19 9. Material Fact: Defendants claim abandonment of CC&Rs. Plaintiff disagrees.
20 There has been no abandonment nor amendments to the CC&Rs which "...run with the
21 land and shall be binding upon all parties and all persons claiming under them for a
22 period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to
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1 have been renewed for successive terms of ten (10) years, unless revoked or amended by
2 an instrument in writing, executed and acknowledged by the then owners of not less than
3 seventy-five percent (75%) of the lots on all of the property then subject to these
4 conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having
5 sold a lot that is subject to this instrument, Declarant may make any reasonable,
6 necessary or convenient amendments in these restrictions and said amendments shall
7
8 necessary or convenient amendments in these restrictions and said amendments shall
9 supercede (SIC: supersede by Plaintiff) or add to the provisions set forth in this
10 instrument from and after the date the duly executed document setting forth such
11 amendment is recorded in the Mohave County Recorder's Office." Paragraph 18 in
12 CC&R Tract 4076-B. (Supra Exhibit 2a herein for para. 18, page 899)

14 10. Material Fact. Defendants claim total disregard for CC&Rs. Plaintiff provides
15 business investment as support for continuing to enforce CC&Rs. There has been no total
16 disregard for the CC&Rs that have caused any reasonable person to contend that the
17 CC&Rs have been abandoned. The Mojave Tribal Authority invested here with the
18 purchase of the golf course and clubhouse. They continue to invest significant sums of
19 money to improve the greens. They even closed the golf course for three months during
20 the summer of 2019 to protect the newly planted seeds and turf from damage and they
21 posted signs for residents to report trespass to the police. Plaintiff is one that did report a
22 trespass of an ATV owner who took a shortcut through the golf course to travel down
23 Lipan Court and beyond. The business interests of the Mojave Tribe needs protection as
24 much as the estate owners do. The violations are not to be considered to have so
25 materially affected the intent of the Declaration that any reasonable person would
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1 consider the CC&Rs abandoned. **Exhibit 7** – Assessor’s Partial Property Description for
2 the Tribal Authority’s business.

3
4 11. Material Fact: The Defendants “no enforcement” claim is disputed. Prior
5 enforcement has occurred in Tract 4076-B with a binding mediated settlement in case
6 number CV 2016 04026. The history of that case is pointedly graphic for egregious
7 violations and to demonstrate to the Court the need of property owners to achieve remedy
8 for protection of their property values and enjoyment of their home that has protected
9 views which can be taken for self-serving interests in the absence of CC&Rs and
10 prosecution rights. The history is long but necessary to demonstrate the importance of
11 this case.
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13

14 The Plaintiff’s westerly adjacent neighbor obtained a County permit that caused a
15 trespass on Plaintiff’s side yard fence for a 30 foot long extension of cement block to
16 increase the height of the fence to over six feet in violation of the CC&Rs. Three eye
17 bolts of unknown quality were installed on the top of the Plaintiff’s side yard fence for
18 the purpose of attaching a shade sail cloth cover over the adjacent neighbor’s swimming
19 pool. The other end of the shade sail’s rope was strung through one eye bolt in the
20 adjacent neighbor’s stucco wall on his home creating a hazard, in the Plaintiff’s opinion,
21 should that eye bolt be torn from the stucco wall in our high wind conditions and under
22 the stress of the shade sail. This type of event and resulting damages had been reported to
23 occur even for block wall attachments in the *Arizona Daily Star*’s featured article entitled
24 “Raise the sun sails, heading to shade” (Feb. 26, 2012). A do-it-yourselfer, Dave Smith,
25 reported in that article that “a microburst exerted so much force on the sail and support
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1 lines that connected it to the wall, that it cracked along the mortar joints.” That feature
2 article also informed readers of the type of eye bolt, described as blue in color, to use. It
3 was not the eye bolt used by the Plaintiff’s adjacent neighbor.
4

5 The Plaintiff’s adjacent neighbor also removed all of the Plaintiff’s side yard
6 wrought iron rail sections that were CC&R imposed upon all developers in Desert Lakes
7 and abided in by the developer of the Plaintiff’s home, T&M Ranching and
8 Development. The adjacent neighbor filled the space with cement block higher than the
9 rail sections had been as viewed from a line of sight westerly from the Plaintiff’s patio.
10 This additional cement block increased the weight upon the footings for the original two
11 foot high block under the rail sections. The adjacent neighbor removed his own rail
12 sections on a portion of his rear yard fence for pool privacy and filled the area with
13 cement block. All toll these modifications of removal of the rail sections was a taking of
14 the Plaintiff’s views of the golf course and surrounding area and violated the CC&Rs for
15 fence design, materials, and height of the fifteen foot return from the rear yard fence. By
16 the time restoration was allowed to commence, the wall was leaning outwardly toward
17 the adjacent neighbor’s pool area where three children now played. The Defendant had
18 sold the home during litigation and the buyer claimed he purchased the home for his
19 children based on the advertised claim of pool privacy.
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25 Plaintiff’s survey to prove ownership of the fence cost \$1400. The cost for two
26 consults with attorney Lenkowsky was \$170 and the cost for his retainer was \$5,000 that
27 had a balance due of \$12 when Mr. Lenkowsky withdrew from the case when collusion
28 with Mr. Oehler, the defense attorney in that case too, was suspected; however Mr.

1 Lenkowsky did have the new adjacent neighbor served with an Amended Complaint prior
2 to his withdrawal. Mr. Lenkowsky knew of the neighbor's home being for sale and failed
3 to file a Lis Pendens. The Plaintiffs now had two opposing counsels on the case, Mr.
4 Oehler for the Chase's and Mr. Gregory for the Edwards.

6 Additional consult fees were paid by the Plaintiff in search of a replacement
7 attorney in Lake Havasu given the case had been transferred there due to Mr. Oehler's
8 close ties to the Hon. Judge Gurtler of Bullhead City. Attorney Waters recommended Mr.
9 Moyer for his expertise in CC&R cases. The cost for Mr. Moyer was \$14,664.84.

11 In mediation, Mr. Oehler claimed his clients had no money. Attorney Moyer told
12 the Plaintiff that she could not get a judgment that would show up on the neighbor's
13 credit report, a trial would cost another \$10,000, and Mr. Oehler said the Chase's could
14 leave the state. Note: The Chase's were now residing in a motor home.

17 A binding mediated settlement was reached through the efforts of Retired Judge
18 Langford as the mediator who has experience in CC&Rs and knew the value of views.
19 Mr. Moyer volunteered to write an Agreement to be circulated for all to sign. The
20 problem was Mr. Gregory wanted a change in the written agreement that conflicted with
21 the terms of the binding mediated settlement and it would have added additional costs for
22 the Plaintiff's restoration of the adjacent neighbor's rear yard fence. Mr. Moyer
23 accommodated Mr. Gregory's request and refused to return to the original paragraph 2
24 language for circulation and signatures. Mr. Moyer was asked to withdraw and the
25 Plaintiff became a highly inexperienced Plaintiff Pro Per.
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The original written agreement by Mr. Moyer for paragraph 2 was as follows:

1 “The Knights shall hire a licensed Arizona contractor to repair or otherwise modify the
2 Side Wall to bring the Side Wall in to compliance with the provisions contained in the
3 Declaration of Covenants, Conditions and Restrictions of Desert Lakes Golf Course and
4 Estates 4076-B recorded in the Mohave County Recorder's Office at Book 1641, Page
5 895 ("CC&R's"). The Knights may, but are not required to, repair and/or otherwise
6 modify a portion of the Rear Wall of the Chase Residence that faces the golf course that
7 has been filled in with block to bring the Rear Wall in to compliance with the provisions
8 of the CC&R's by, among other things, removing the filled in block areas with railing.”
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10

11 (Emphasis supplied)
12

13 Mr. Moyer’s accommodating Mr. Gregory for a change in paragraph 2 wrote:

14 “The Knights shall hire a licensed Arizona contractor to repair or otherwise modify the
15 Side Wall to bring the Side Wall in to compliance with the provisions contained in the
16 Declaration of Covenants, Conditions and Restrictions of Desert Lakes Golf Course and
17 Estates, Tract 4076-B, recorded at Book 1641, Page 895, Official Records of Mohave
18 County, Arizona ("CC&R's") for the intent of golf course views. The Knights may, but
19 are not required to, repair and/or otherwise modify the entire Rear Wall of the Chase
20 Residence that faces the golf course that has been filled in with block to bring the Rear
21 Wall in to compliance with the provisions of the CC&Rs by, among other things, to
22 restore the Knights views by removing the filled in block areas with railing. The Edwards
23 agree they will not modify or otherwise change the Rear Wall as modified by the Knights
24 pursuant to this Paragraph in any manner that impedes or otherwise obstructs the Knights
25 view of the golf course and surrounding area. By referring to the standards set forth in
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1 said CC&Rs, no party hereto is admitting the validity or applicability of the CC&Rs.
2 Whether the CC&Rs encumber the Knight Residence or the Chase Residence is a legal
3 question undecided by the court in the Lawsuit, and no agreement has been reached as to
4 that issue by the parties.” (Emphasis supplied)
5

6 The cost for the DEFENDANT’S attorney fees in a joined effort for a Motion to
7 Compel Plaintiff to sign a written agreement that did not conform to the binding mediated
8 settlement followed by a joint Motion to Declare Plaintiff Nancy a Vexatious Litigant
9 totaled \$6,070.65 for Mr. Oehler and \$3,560.63 for Mr. Gregory/Ms. Elias of the Law
10 office of Gregory and Elias. Ms. Elias had to take over the case when Mr. Gregory
11 obtained a seat on the bench by appointment from Mr. Oehler’s good friend and business
12 partner, the Hon. Judge Gurtler. No agreement was ever circulated for signatures;
13 however, Judge Carlisle did agree that the language in the written agreement’s paragraph
14 2, as modified at the request of Mr. Gregory, should strike “entire” and state “a portion”.
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18 Plaintiff’s costs for restoration of their own side yard fence and a portion of the
19 neighbor’s rear yard fence to restore “a portion” of the Plaintiff’s views cost the Plaintiffs
20 \$5460.10.
21

22 Prosecution is a deterrent but only when remedy is achieved at the expense of the
23 perpetrator. Remedy can only be achieved in this case if we are allowed to go to trial and
24 seek remedy from a jury or if the Defendants agree to a private settlement. Any private
25 settlement needs to be graphic as a deterrent to future self-interests.
26

27 Pertinent exhibits in support of the above Material Fact of prior enforcement and
28 no abandonment of the CC&Rs: **Exhibit 8a** – Permit given to Chase resulting in a

1 trespass and CC&R violation of fence height. **Exhibit 8b** – Plaintiff’s patio and westerly
2 line of sight views with original rail panels as purchased in 2010. **Exhibit 8c** – Three
3 photos of Plaintiff’s side yard fence modifications: north end of boundary fence with rails
4 replaced with cement block; hideous westerly line of sight view from Plaintiff’s patio
5 after rails were removed and space filled with cement block; eight inch high, 30 foot
6 linear extension on top of the south end of Plaintiff’s side yard fence and fitted with eye
7 bolts. **Exhibit 8d** – Two photos: adjacent neighbor’s shade sail and their rear yard fence
8 modifications for pool privacy. **Exhibit 8e** – Cost of survey. **Exhibit 8f** – Boundary
9 Survey. **Exhibit 8g** – 3 pages: Page 9 of Attorney Moyer’s billing costs; page 2 of
10 Plaintiff’s payments to Mr. Moyer; Retainer and billed fees for Mr. Lenkowsky. **Exhibit**
11 **8h** – Restoration Costs (3 parts). **Note:** the Court already has the records of the attorney
12 fees awarded to Mr. Oehler, Mr. Gregory, and Ms. Elias with Judgments Settled after
13 they all received payments including interest.

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18 12. Material Fact. Defendants’ claim of no enforcement is further disputed. In
19 2005, T&M Ranching and Development followed the imposed upon side yard steel rail
20 fence design. He found the block wall contractor planned a solid block wall and enforced
21 the change to steel rails for the return of the fence from the rear yard fence that was
22 correctly planned for steel rails. **Exhibit 8i**- Erroneous drawing implemented correctly.

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24
25 13. Material Fact. Defendants claim Plaintiff has a chain link fence, Plaintiff
26 claims it is chain link fabric used for ball netting – a safety feature on the golf course. A
27 jury will need to settle this dispute. **Exhibit 9** – Ball Netting _ Email

28 14. Material Fact. Defendants dispute the need for modifications to setbacks of

1 less than twenty foot patio roof projections and less than the required square feet of living
2 space. This dispute needs to be resolved by jury. Plaintiff has offered remedies: Arizona
3 Rooms are enclosed patio covers that creates additional living space for a remedy to a
4 square footage shortfall in accordance with the CC&Rs when the twenty foot setback has
5 not been violated - as is the case for Affiant McKee's two homes in Tract 4076-B on E.
6 Desert Lakes Drive. However, enclosing projecting patio covers when the setback of
7 twenty feet has been violated – as is the case in the Grice and Siavosh homes in Tract
8 4076-B - poses an additional threat to adjacent neighbor views and therefore no remedy
9 exists for this violation short of cutting back the projecting portion of the patio cover that
10 is in violation of the CC&R setback.
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14 Mr. McKee's plot plans and Application for new home construction is evidence
15 that the twenty foot front and rear setback is followed by some developers. Development
16 Services issues building permits pursuant to the SD/R zoning regulation approved and
17 clarified in 1993. In fact the SD/R setbacks 20 5 20 is prominently displayed on McKee's
18 Application for new home construction. For this reason, it is unlikely that a high
19 percentage of setbacks have slipped by the watchful eye of County employees. In fact,
20 Mr. Azarmi's permit for the home in Tract 4076-A, that predicated this Complaint, was
21 denied by Planner Holtry for SD/R setback violations.
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25 Due to the technicality of the Court's multiple decisions that Desert Lakes
26 Subdivision Tract 4076 is not the "subdivision" intended by the authors of the various
27 versions of the CC&Rs, Plaintiff's rights to prosecute Fairway Constructors for the home
28 in Tract 4076-A and later sold to the Roberts, led to dismissal of Count One for the

1 Roberts' home, with prejudice. The Court has apparently ruled, though not specifically in
2 words, that "subdivision" in Article II of the CC&Rs is one-and-the-same as "said tract"
3 used throughout the various CC&R Declarations. It is the Plaintiff's opinion that this
4 interpretation will have serious consequences for the entire master planned community
5 when other property owners fear filing Complaints within their own said tract.
6

7
8 That fear is real for business owners. That fear is real for property owners as was
9 proven for the Plaintiff in her first experience in prosecuting violations, whereby she had
10 to file an Injunction Against Harassment (CV 2015 1341) against her self-serving
11 neighbor who not only violated the CC&Rs but trespassed on her property to do it and
12 then became violent and abusive toward her. (CV 2016 04026) **Exhibit 9a** – Application
13 for two homes with SDR 20 5 20 displayed on the Application. **Exhibit 9b** - Plot Plan for
14 1934 E. Desert Dr. and Plot Plan for 1982 E. Desert Dr. with 1313 square feet of living
15 space and twenty foot front and rear yard setbacks. (2 pages)
16
17

18 15. Material Fact: Defendants refused a private settlement conference. Plaintiff
19 attempted to confer on a Private Settlement with the Defendants over a year ago. There
20 exists no remedy for setback violations adjacent to the golf course for projecting patio
21 covers except to cut away the projecting portion or negotiate a purchase of golf course
22 land from the Mojave Tribe who owns the golf course and can abandon portions of some
23 parcels to be appended to lots as was done with the former owners of the golf course for
24 Plaintiff's Parcel VV. To date, the Mojave Tribal Council Chairman has not responded to
25 the Plaintiff regarding a potential purchase of unused golf course land. It is believed that
26 Defendants have the power and influence to negotiate such an agreement as was stated in
27
28

1 the Plaintiff's email with the Subject line "Informal Settlement Conference Information"
2 as emailed to opposing counsel Oehler for Mistrs Ludwig and Azarmi to consider.

3
4 Since sending that Email over a year ago some details have changed conditions as
5 follows: (1) the Tribal Council has made a significant investment in improving the greens
6 - even closing for three months to reseed and install turf. 2) Now that we understand golf
7 course owners in the past have abandoned a portion of Parcel KK for non-residential use,
8 the Tribal Council may be open to selling a portion of drainage easement parcels to help
9 property owners become compliant for the twenty foot rear yard setback. 3). Plaintiff has
10 learned that Fairway Estates is not within the boundary of Desert Lakes as Development
11 Services had led her to believe in their Sharpie Pen outlined map; however, the
12 Defendants do have HOA enforcement experience for their Fairway Estates development
13 and most likely have boilerplate demand letters already drafted. 4) Some of those wooden
14 fences that Plaintiff had observed in 2018 have since been taken down. 5) Plaintiff has
15 learned that the County Ordinance prohibits parking lots on residential lots, however,
16 parking trailers and boats on rented lots behind a screened fence may still be a viable
17 option for our residents as opposed to renting storage space some distance from home.

18
19
20
21 **Exhibit 10** –Email "Informal Settlement Conference Information".

22
23 **RESPONSE TO DEFENDANT'S STATEMENT OF THE CASE**

24
25 1. Count 1 of the Plaintiff's Complaint has been dismissed with prejudice only for
26 the Roberts defendants. (Emphasis supplied). Count 2 is NOT the singular count before
27 the Court. The factual and legal scope of the Motion for Summary Judgment is subject to
28 Material Facts in this case. Material facts are the most important information in a case

1 and relate directly to the conflict at hand. Rule 56 requires that the court decide whether
2 the moving party has demonstrated its entitlement to judgment based on the absence of
3 any issues of material fact requiring a trial. Motion for Summary Judgment should be
4 DENIED.

5
6 In addition to the Plaintiff's fifteen Material Facts with Exhibits as presented in
7 the Plaintiff's Statement of Facts above, Plaintiff offers the following additional
8 commentary for claims and exhibits provided in the Defendants' Statement of the Case.

9
10 Defendants' Exhibit A contains the Court Notice /Order / Ruling dated
11 June 11, 2018 that specifically states, "The Court recognizes that dismissal of count one
12 resolves the case with respect to the Roberts defendants."..."The Court finds it is
13 appropriate to dismiss count one with prejudice."... "The Court has signed the
14 defendant's proposed findings and orders, deleting the paragraph regarding attorney's
15 fees."

16
17
18 Defendants' Exhibit A continues with the Findings and Order as authored by
19 attorney Oehler. Paragraph G states, "Tract 4163 is a resubdivision of Parcel VV and a
20 part of abandoned Parcel KK of Desert Lakes Golf Course and Estates Tract 4076-B.

21
22 (Emphasis supplied) This emphasized text refutes the Defendant's line 7 statement on
23 page 3 that is patently false, "...although the subject parcels (VV and KK) were
24 "abandoned" and later subdivided..."

25
26 The defendants know Parcel VV was never abandoned and was always intended
27 for residential development. More about the sliver of Parcel KK that was abandoned from
28 the golf course Drainage Easement and appended to Parcel VV will be presented later in

1 association with Affiant Kukreja's dimensions and note regarding this appended
2 expansion and creation of Tract 4163 to make way for 32 lots.

3
4 In paragraph H of the Findings and Order, Mr. Oehler wrote: "The Plaintiff's
5 ownership in Tract 4163 as an original parcel within Tract 4076-B gives the Plaintiff
6 ownership standing to enforce the CC&Rs for Tract 4076-B, the same having been
7 recorded in the Official Records of Mohave County in Book 1641 at Page 895, and the
8 Tract 4076-B wherein the CC&Rs authorize at paragraph 20 any person or persons owing
9 real property located within the subdivision to enforce the Tract 4076-B CC&Rs."

10
11 (Emphasis supplied). By Mr. Oehler's own admission, Count One is not dismissed!

12
13 On line 11 on page 3 Defendants point out that no subdivision CC&Rs were
14 recorded nor implemented for Tract 4163. (Emphasis supplied). Mr. Oehler is wasting
15 our time with this repeated clouding of the FACT and is forcing the Plaintiff to respond
16 rather than let a deception prevail in this Motion.

17
18 Tract 4163 did not need its own CC&R Declaration. The subdivision CC&Rs that
19 exist for Tract 4163 is the Recorded Declaration for Tract 4076-B. Tract 4163 land was a
20 part of Tract 4076-B and the CC&Rs run with the land. The Hon. Judge Carlisle was
21 correct on this ruling.

22
23 Defense knows these CC&Rs were implemented for Tract 4163 as he, Mr. Oehler,
24 was the defense attorney for CV 2016 04026. (Emphasis supplied). The Plaintiffs'
25 imposed upon CC&Rs were successfully adjudicated in mediation against two adjacent
26 neighbors in that 2016 case. Plaintiff's Title Insurance Policy notifies the Plaintiff that
27 her CC&Rs are recorded in Book 1641, Page 895. The Plaintiff's Developer of her two
28

1 lots, T&M Ranching & Development, included in his Arizona Department of Real Estate
2 Subdivision Public Report that the CC&Rs are found in Book 1641, page 895. The
3 Declaration was clearly implemented by T&M Ranching and Development in Tract 4163
4 when he found that the block wall contractor had drawn a permit sketch with a solid line
5 for Plaintiff's side yard fence indicating solid block rather than steel rails per the CC&Rs.
6 The sketch was drawn for the rear yard with hash marks indicating steel rails as opposed
7 to a solid line. T&M had the contractor implement the imposed upon side yard design
8 into his fence materials. All a part of the record in Mr. Oehler's files of CV 2016 04026.

9 (Emphasis supplied)

10 This fence design was followed by a multitude of conscientious developers who
11 abided in the imposed upon condition for wrought iron fencing for rear yards and a
12 portion of the side yard return for lots adjacent to the golf course. The original color of
13 black may have been a variance for white and brown that was approved by the
14 Architectural Committee. Color preference has not caused harm to adjacent lots or beauty
15 intended by Desert Lakes Development L.P. We will never know if a variance was
16 approved unless Mr. Rinaldi comes forward with the files. Paint color is easily remedied.

17 Line 12 on page 3 is patently a stretch of interpretation whereby the Defendants
18 claim that "The Carlisle Order of June 11, 2018 found that Tract 4163 was derivative of
19 Tract 4076-B and therefore the Tract 4076-B CC&Rs followed the land and were binding
20 upon any "derivative tract" that was a later re-subdivision of the lots and/or parcels
21 located within the original Tract 4076-B". Mr. Oehler's oral arguments were rife with
22 deceptive unresearched suppositions and/or blatant disingenuous testimony and now he is

1 page 3, line 12, he is attempting to put words in the mouth of the Hon. Judge Carlisle.
2 Plaintiff searched the entire transcript for Judge Carlisle's use of the words "derivative
3 tract" or even just the word derivative. The judge did not use that word or words in Supra
4 Exhibit 1a herein or exhibit 11. **Exhibit 11** – Oral Argument Transcript, part 1.

6 Now Plaintiff is forced to define derivatives. In the context of this case, a
7 derivative is a tract of land that derives value from the master planned subdivision as a
8 whole. Tract 4076-B was a derivative of Tract 4076-A. Tract 4076-A was a derivative of
9 the General Scheme intended for the entire Desert Lakes Golf Course and Estates Tract
10 4076 as mapped in the 1988 Preliminary Plat. Tract 4163, however, did not derive value
11 from Tract 4076-B and therefore was NOT a derivative of Tract 4076-B. Tract 4163, was
12 a corrupt change in the 1993 SD/R clarified twenty foot setbacks and the County
13 Subdivision Regulations that should have been imposed upon all of those involved. An
14 email sent to the County Deputy Attorney is expected to respond to the Plaintiff as to
15 why this happened. (Emphasis supplied). **Exhibit 12** – Email to Mr. Robert Taylor.

19 In regards to the Defendants' claim of extensive research that begins on line 27 on
20 page 3 and carries over to page 4 regarding Tract 4076-D, Defendants offer Exhibit B, a
21 map of twelve lots in Tract 4076-D with a frontage road in accordance with County
22 Subdivision Regulations. Defendant's Exhibit C is the CC&R Declaration for this Tract.
23 What the Defendants' extensive research failed to disclose was where the abandoned
24 portion of Parcel KK from Tract 4076-B is situated in Tract 4076-D and who owns it.
25 This Parcel KK is the triangular area abutting lots 80 and 82 that is identified by the
26 County Assessor as Parcel Number 226-14-013, owned by American Golf Corporation.
27
28

1 None of the residential lots for Tract 4076-D have a delimited boundary for any
2 appended portion of Parcel KK as compared to the map of Parcel VV with the dashed
3 line beginning with a sliver of Parcel KK appended to one of the Plaintiff's two lots (lot
4 9) and extending westerly to the end of Lipan Circle. **Exhibit 13** – 2019 Property Tax
5 Statement with the Assessor's Description as Tract 4076-D, Parcel KK 1015 square feet
6 and map of Tract 4076-D (2 pages). **Exhibit 14** – 1989 dashed line delimited Tract 4076-
7 B map with dimensions of the sliver of Parcel KK that conforms to Defendant's Affiant
8 Kukreja's year 2000 Exhibit "B". **Exhibit 15**: Mr. Kukreja's year 2000 Exhibit "B" at
9 Fee#20000015407 providing abandoned dimensions of Parcel KK in Tract 4076-B.
10
11 (Emphasis supplied)

12
13
14 It is a reach indeed for the Defendants to claim that because a portion of the
15 Drainage Easement known as Parcel KK in Tract 4076-B, that had a portion of this land
16 appended to another tract of land, Tract 4076-D, that she somehow has the potential to
17 expand her rights to prosecute violations outside the boundary of the CC&R Declaration
18 for Tract 4076-B. Parcel VV qualified the Plaintiff to prosecute violations in Tract 4076-
19 B. Parcel VV is the qualifier not the sliver of land carved out of Parcel KK that was
20 needed for the corrupt expansion of this 5 acre parcel in 1989 at Fee#89-67669, and again
21 in 1998 under even more suspect approvals associated with Fee#98-347. From Affiant
22 Kukreja's Exhibit "B" is the Note of abandonment for Res. 98-347 as pasted below.
23
24
25

26 "Note: Said portion of Parcel K-K of Desert Lakes Golf Course and
27 Estates, Tract 4076-B, was abandoned in Resolution No. 98-347,
28 recorded October 7, 1998 in Book 3173 of Official Records, Page 385.
(Emphasis supplied)

1 Also included in the Affidavit by Mr. Kukreja is the Special Warranty Deed from
2 Desert Lakes Development that is also clear regarding the abandonment of a portion of
3 Parcel KK. Identical language and Note is stated on page 4 of 8 for Fee #2000015406 and
4 repeated on page 3 of 7 for Fee # 2000015407.

6 The major differences between Tract 4163 and Tract 4076-D is that Tract 4076-D
7 has its own CC&R declaration that specifically names the 12 lots in Block F. Also Tract
8 4076-D followed Subdivision Regulations for a frontage road for driveways accessing an
9 arterial road, specifically Mountain View and Lipan Blvd.

11 The original plan for Parcel KK was for 23 lots according to the 1991 Drainage
12 Study and for a changed tract nomenclature to Tract 4076-E. The 1989 Resolution (Res.
13 89-116) established the SD/R zoning setbacks for the entire Desert Lakes Subdivision
14 Tentative Tract 4076 and changed R-M (Multiple Family Residential) to SD/R. **Exhibit**
15 **16** – 5 pages: 1991 Drainage Study (3 pertinent pages) and Res. 89-116 (2 pages) with
16 arrows, notes, circles, and underscores by Plaintiff and highlighting by Development
17 Services.

19 The Defendants Exhibit D is a fact sheet that describes multiple violations with
20 respect to the case at hand. Some of the statistics are inaccurate and irrelevant. The case
21 at hand is strictly data concerning Tract 4163 and Tract 4076-B; Tract 4076-D data was
22 omitted from analysis. From Affiant Weisz's relevant data the two combined tract
23 numbers revealed 31% of the lots are unimproved, 15% of the lots have legal block wall
24 with steel rail fences on lots adjacent to the golf course, 17% have illegal solid block
25 fences adjacent to the golf course, and 20% have illegal gate access to the golf course.

1 Notes: One gate noted by Ms. Weisz in Tract 4163 is a gate to the front yard on Lipan
2 Court which is legal; zero illegal satellite Dishes due to current law; other than black
3 paint on steel rails was omitted since a variance could not be confirmed at this time; less
4 than 5' fences was omitted as this is not a CC&R restriction. **Exhibit 17** – Relevant data
5 from Ms. Weisz spreadsheets
6

7
8 A word of caution when making assumptions about setbacks based on GIS or
9 Google Map aerial views. The photographic evidence can be deceiving. An example is
10 Affiant McKee's two homes on E. Desert Dr. where Plaintiff suspected that Mr. McKee
11 had drawn his plot plans in accordance with the legal setbacks and then did not follow
12 those setbacks for the actual building. Wardex photos to confirm that the yard has some
13 kind of ground cover that from an aerial perspective appeared as a roofline. **Exhibit 18** –
14 Aerial view of Mr. McKee's two constructed homes on E. Desert Dr.
15

16
17 Plaintiff is unaware of any fencing that exceeds six feet in height or five feet in
18 height for fences adjacent to the golf course. Color of wrought iron fences varies
19 including white and brown however these colors are all aesthetic in the Plaintiff's opinion
20 and most likely would have approved by the Architectural Committee.
21

22 Gate access to the golf course is inexcusable as this is a trespass on private
23 property. Plaintiff's binding mediated settlement in 2016 prohibited, with prejudice,
24 enforcement of the gate violation in her adjacent neighbor's fence as agreed to prior to
25 the oral terms presented to the Hon. Judge Gurtler by attorney Moyer.
26

27 Regarding antennas and Dish satellites: Pursuant to the Telecommunications Act
28 of 1996, CC&R restrictions for antennas became invalid. "Over-the-Air-Reception

1 Devices – OTARD – protect a property owner’s right to install, maintain or use an
2 antenna to receive video programming from direct broadcast satellites, broadband radio
3 services and television broadcast stations.” The following antennas or dishes are covered
4 by these rules in Arizona: “A dish antenna one meter or less in diameter, designed to
5 receive direct broadcast satellite service, including direct-to-home satellite service, or to
6 receive or transmit fixed wireless signals via satellite.” “An antenna that is designed to
7 receive local television broadcast signals.” The CC&Rs provided for changes in law.
8 Whenever, a new law is passed that makes a phrase, clause, sections or paragraph invalid,
9 it is to be construed “as if it had not been inserted”.

10
11
12
13 Minimum square footage of homes is very difficult to determine without the plot
14 plan. Plaintiff has found three homes in Tract 4076-B with shortfalls. Two of Mr.
15 McKee’s homes on E. Desert Drive that are not adjacent to the golf course and with
16 twenty foot rear yard setbacks that could take advantage a patio enclosure for additional
17 living space. One home that is adjacent to the golf course is on a large lot and has room
18 for additional living space to be constructed. Mr. McKee and Mr. Ryburn have been
19 notified. Remedies are available to become compliant.

20
21
22 Let the record be clear for line 23-24 on page 3. The Plaintiff’s subdivision Tract
23 4163 was NOT a subdivision of two parcels that were originally in Tract 4076-B.
24 (Emphasis supplied). Tract 4163 is a subdivision of one SD/R Parcel VV and a sliver of a
25 Drainage Easement (parcel KK) that are a part of Tract 4076-B.

26
27 But for a corrupt approval for these 32 lots, Parcel VV would have been
28 designated as Tract 4076-E with 23 lots in accordance with the 1991 Drainage Study and

1 no abandonment of any sliver of Parcel KK would have been required. The SD/R zoning
2 for twenty foot setbacks would have been followed and Lipan Blvd would not have had
3 direct access from driveways that is not in accordance with Subdivision Regulations.
4

5 Nonetheless, Tract 4076-B would still have been the CC&R Declaration for this
6 tract of land regardless of the nomenclature for the tract as approved or assigned by
7 Development Services. Residential parcels, such as Parcel VV, run with the land.
8 Drainage Easements, such as Parcel KK, are not covered by the CC&Rs and therefore
9 Parcel KK is irrelevant to the Complaint or expansion of the Complaint. The sliver of
10 Parcel KK that was abandoned from the golf course and appended to Parcel VV is not
11 buildable space. Only Parcel VV has buildable space that must conform to the Tract
12 4076-B CC&Rs. Those who violated the CC&Rs are culpable. Buyers of these homes are
13 victims.
14
15
16

17 We now turn to Injunctive Relief (Count Two) per page 4, line 12. Plaintiff's lines
18 61, 62, 63 are cited for her entitlements and compensation. Plaintiff has not changed her
19 position on these entitlements. It is clear that Defendants violated the CC&Rs and the
20 designated subdivision has now been determined by the Court to be Tract 4076-B for
21 those violations. At a minimum, it is clear the defendants are culpable for the Grice home
22 and it is possible for the Sanaye home as well in Tract 4076-B. For the purpose of this
23 plea for denial of the Defendant's Motion for Summary Judgment (hereinafter "MSJ"), A
24 minor protruding rear yard setback has been found to be true as reported by the
25 Defendants in their Initial Disclosure for Judy Rovno. It was this Initial Disclosure that
26 reported the violations, front and rear for the Sanaye home. Ms. Rovno has been notified.
27
28

1 Mr. Sanaye was sent a registered letter to the address on his Application for a building
2 permit and it was returned unclaimed. For this reason a skip trace will be needed for Mr.
3 Sanaye. Plaintiff is not expanding her arguments to the Defendant's irrelevant stretch to
4 include Tract 4076-D.

6 Under the law imposed by the Hon. Judge Carlisle, and reuttered by the Hon.
7 Judge Jantzen, the CC&Rs will be the Tract 4076-B Declaration dated 1989, unless some
8 special circumstance expands Plaintiff's rights to prosecute in other Tracts such as Tract
9 4076-A. Advertising (signs) on unimproved lots has been proven in Tract 4076-B as a
10 part of the record with photographic evidence by both the Plaintiff and the Defendant.
11 Regarding actual and consequential damages, the term "in law and in equity" is found in
12 the sixth line of paragraph 20 of the Tract 4076-B CC&Rs that deals with these
13 proceedings and compensation for damages or other dues. (Emphasis supplied)

17 The term "equity" refers to a particular set of remedies and associated procedures
18 involved with civil law. Reasonable compensation in equity is expected from fulfilling
19 the "implied duty" to prevent attempted violations. In equity compensation is expected
20 from having to respond, at length, to irrelevant and/or false claims throughout these
21 proceedings. A court has the power and authority to award "equitable remedies" when a
22 legal remedy is insufficient, inadequate, or unavailable such as for punitive damages in a
23 Contract matter. The Supreme Court has been willing to encourage the use of equitable
24 remedies in certain areas of law.

27 Compensation for lost wages to date amounts to a minimum of \$14,200. This case
28 began in 2016 when Plaintiff had to spend hours of research time in the matter of

1 Defendant Azarmi's attempted violation. Plaintiff is a licensed Arizona school teacher
2 with credentials for full time teacher employment and for part time substitute teaching.
3 Substitute teaching was the best she could do under the circumstances. Plaintiff believes
4 it is a conservative request for lost wages in the sum of \$14,200 based only on a loss of
5 71 days of work in a four day work week at \$100 per day for two years. Most of
6 Plaintiff's work has been in the Bullhead School Districts that have four day work weeks.
7 She is also on call for work in the Mohave Valley School District and works Fridays in
8 that District; however, she omitted Fridays from her spreadsheet in her conservative
9 calculation of lost wages to date.
10
11
12

13 Reimbursement for direct costs are also afforded in law.

14 Injunctive relief is sought for the removal of advertising (signs) from residential
15 unimproved lots and for the Defendants to stop their deliberate actions in contempt of the
16 Contract that they were committed to uphold with their purchase of land in Desert Lakes.
17

18 "Compensation to all property owners for diminished value, to be determined by
19 the court or at time of trial due to the taking of views..." is pending identification of
20 those individuals at time of trial and in the absence of modifications to protruding
21 rooflines or oversized garages that are not ordered to be remedied. The diminished value
22 can be calculated from data provided by the *American Association of Planning Officials*
23 and the *Urban Land Institute*. It is doubtful that there are 240+ lot owners that would be
24 affected due to clustering that results in no diminished value for adjacent lot owners as is
25 the case with the Plaintiff and her neighbors in Tract 4163. While the Plaintiff is not
26 contemplating adding additional Plaintiffs in this case, a Court of competent jurisdiction
27
28

1 can determine the diminished value based on the setback distance that was violated.

2 Affected parties can then file their own Complaint for their loss of diminished value.

3
4 Pursuant to 12-1842, the purpose of a Declaratory Judgment is to settle and to
5 afford relief from uncertainty and insecurity with respect to rights, status, and other legal
6 relations; and is to be liberally construed and administered. Such declaration shall have
7 the force and effect of a final judgment or decree. Consider the Plaintiff as one such
8 Defendant who needs this Declaratory Judgment for her side yard setback shortfall that
9 the Defendants in this case seem to be threatening her for, that was due to no fault of her
10 own. The Plaintiff and all of the Plaintiff's neighbors in Tract 4076-B need this
11 Declaratory Judgment for their ten foot rear yard setback that is due to no fault of their
12 own, and for which the Defendants keep raising as an issue in this case. If the Court rules
13 that he cannot give a blanket ruling in this matter, then it will be limited to only the
14 Plaintiff. Plaintiff is not intending to expand the scope of this case to additional Plaintiffs.
15 At least a precedent will have been established for those who come after the Plaintiff with
16 violations due to no fault of their own.

17
18 Finally, pursuant to line 12-13 on page 6, Plaintiff has attorney fees and costs.

19
20 Regarding lines 23-26, it is premature to name additional Defendants until such
21 time as this MSJ is resolved and Plaintiff is granted Leave to Amend the Complaint.

22
23 Nonetheless, all existing Defendants, with the exception of the Roberts at this time, have
24 not changed. It would be unreasonable for the Court to expect, as is suggested by the
25 Defendants, that she is obligated to continue research on the plot plans of hundreds of
26 property owners in Tract 4076-B. It would be a burden on County Development Services
27
28

1 as well for the lookup of every parcel number in order to comply with a Request For
2 Public Information (hereinafter "RFPI") from the Plaintiff. While the burden is no
3 excuse, since that is their job, it would delay this case and the Court has said, we need to
4 move this case forward. Here again, defense is clouding the case with unreasonable
5 demands that the Plaintiff has to respond to. The Defendants have no defense. They are
6 guilty and desperate to have the court rule in their favor for dismissal.
7
8

9 **DEFENDANT'S QUESTION**

10 Finally, the defense admits his suppositions are irrelevant (line 15, page 6).
11 Plaintiff has already addressed twelve Material Facts in her Statement of Facts in
12 Response to this MSJ. Facts are to be viewed in favor of the Plaintiff (non-moving party).
13 There exists no prima facie cause of action. The violations are not circumstantial, they are
14 deliberate and with full knowledge of the Contract imposed by the Defendants' purchase
15 of land in Desert Lakes Subdivision Tract 4076 and purchase of lots in Tract 4076-B. The
16 date of their violation is also irrelevant. The statute of limitations has not expired. Even
17 though the Plaintiff believes this Summary Judgment should be DENIED at this juncture
18 she will nonetheless continue to provide the Court with competent admissible evidence in
19 her Response to Defendant' Statement of Facts, separately filed, and separately
20 responded to by the Plaintiff.
21
22
23
24

25 A resolution of legal issues is left to the Court regarding the advertising on
26 unimproved lots.
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 *Plaintiff's instruction 2. "A memorandum of law that summarizes*
4 *the issues, provides legal authority in support of your position, and*
5 *describes why the judge should deny the motion."*

6 **1. One Subdivision! Establish a precedent.**

7 In researching memorandum of law for all of the Plaintiff's reasons to deny this
8 MSJ, she found the memorandum of law that supports a reversal of the Dismissal of
9 Count One for Tract 4076-A and reversal of the dismissal of Defendant Roberts with
10 prejudice.
11

12 In an effort to prevent an error of the Court, Plaintiff presents memorandum of law
13 that supports reversal and differentiates this case from *David C. Lillard, Jr. Plaintiff-*
14 *Appellant, v. Jet Homes, Inc.*, where the court found that Coleman Park was divided into
15 two separate subdivisions entitled Unit 8 and Unit 9. Desert Lakes Golf Course and
16 Estates may be a case that establishes a new precedent.
17

18 All of the documented evidence has shown that the legal name of the master
19 planned community, is "Desert Lakes Subdivision Tract 4076" aka Desert Lakes Golf
20 Course and Estates Tract 4076, including supra exhibit 2d herein for the 2016 Mohave
21 County Board of Supervisors Denial of an amendment to Re. 93-122. We have CC&Rs
22 that are separate based on "said tract" nomenclature, such as Tract 4076-A, Tract 4076-B,
23 etc. however within every CC&R version for "said tract" there is the grammatical change
24 to "subdivision" when referencing the universal covenants.
25
26
27

28 The Hon. Judge Carlisle during his ruling phase of the Oral Arguments on April 2,

1 2018 recognized that an issue existed in the language shift from "said tract" to
2 "subdivision" when focused on Tract 4076-A and Tract 4076-B Declarations. Refer to
3 supra exhibit 1a herein beginning on page 3, "The Codes, Covenants, and Restrictions for
4 both 4076-A and 4076-B contain some similar language, and I don't know if I'll be able to
5 read it on this monitor because it's somewhat small, but it was referenced in the Motion to
6 Dismiss, and I think both parties are aware of it, and it's taking me a really long time to
7 get there, but it says the violation or threatened or attempted violation of the Codes -- or
8 the Covenants, Conditions or Restrictions -- I think I might have said it wrong -- shall be
9 lawful for the Declarant, its successors or assigns, or any person or persons owning real
10 property located within the subdivision to prosecute proceedings at law or in equity
11 against all persons violating or attempting to violate. So basically it's limited to all
12 persons who -- or any person owning real property located within the subdivision. And
13 within the CC&R's, and, again, this started as a Motion to Dismiss, so I have to start with
14 the CC&R's. It doesn't necessarily define subdivision, what is meant by subdivision."

15 (Emphasis supplied)

16 We now know it would never have occurred to Desert Lakes Development L.P.
17 that this day would come when someone would need a definition for their Desert Lakes
18 subdivision because in their mind, the Preliminary Plat created the subdivision entitled
19 Desert Lakes Golf Course and Estates Tract 4076. Preliminary Plats are not recorded,
20 they are approved. They are referred to by three County Officials before they sign their
21 signature to the County Certificate for the Board of Supervisors' approval to begin
22 construction.

1 That is the puzzlement before the Mohave County Courts in this matter. What was
2 the intention of the parties when the contract was made and what was the expectation of
3 all of those who invested their hard earned dollars for a home in Desert Lakes Golf
4 Course and Estates? The interpretation of a contract is a matter of law for the Courts.
5

6 Quoting from *Polk v. Koerner*, 111 Ariz. 493, 495, 533 P.2d 660, 662 (1975).
7 “When interpreting a contract, it is fundamental that a court attempt to ‘ascertain
8 and give effect to the intention of the parties at the time the contract was made if at
9 all possible.’ ”) The Restatement recommends that [a] servitude should be
10 interpreted to give effect to the intention of the parties ascertained from the
11 language used in the instrument, or the circumstances surrounding creation of the
12 servitude, and to carry out the purpose for which it was created. Restatement § 4.1
13 cmt. a (2000). “the function of the law is to ascertain and give effect to the likely
14 intentions and legitimate expectations of the parties who create servitudes, as it
15 does with respect to other contractual arrangements.” Restatement, Introductory
16 Note to ch. 4, at 494 (2000); see also *Taylor v. State Farm Mut. Auto. Ins. Co.*, 175
17 Ariz. 148, 153, 854 P.2d 1134, 1139 (1993)

18 Quoting from *Lakes at Mercer Island Homeowners Ass'n v. Witrak*, 61 Wash.App.
19 177, 810 P.2d 27, 28 (1991)); *Wallace v. St. Clair*, 147 W.Va. 377, 127 S.E.2d
20 742, 751 (1962) (“Covenants are designed to be for the benefit of every lot or
21 parcel of land in the area affected by the restriction. Each lot or parcel is not
22 merely burdened by a restriction but it is also clothed with the benefit which is
23 enforceable against every other lot or parcel. The burdens and benefits are
24 reciprocal...”

25 It is clear today, that the General Plan outlined in the Preliminary Plat created in
26 1988 was the intention of the creators for the subdivision. The subdivision boundaries
27 have not changed and it was intended to develop in phases. For every lot in that first
28 phase of development, the Mohave County Property Tax Statements display the
Assessor’s Description as Phase I Tract 4076-A. It is clear that Tract 4076-A was a phase
of development with the Desert Lakes Tract 4076 Subdivision. It is clear that protection
of the subdivision they created was the purpose of the CC&Rs. It is clear, that those who

1 invested so much to purchase a home in the subdivision, in the absence of even any
2 knowledge of nomenclature attributed to the various phases of development that gave rise
3 to Tract 4076-A, Tract 4076-B, etc., those people had an expectation of protection of
4 their property values. It is clear that Covenants are clothed with the benefit which is
5 enforceable against every other lot or parcel. If this MSJ is ruled favorably for the
6 Defendants, mobile homes and wooden fences will be allowed to flourish here against the
7 expectations of the protection of property values and against the intention of the creators
8 of the 300+ acre project. (Reference supra exhibits 15a and 15b regarding mobile homes
9 in the separate document with this filing entitled "Response to Defendants' Statement of
10 Facts.")
11
12
13

14 In Tract 4076-B alone, based on the Defendants' Affiant Weisz, 31% of lots are
15 still undeveloped. Refer to Affiant's data and Plaintiff's Restated data (supra exhibit 17
16 herein).
17

18 1a: Plaintiff pleads for Reversal of the Motion to Dismiss Count One such that
19 all persons have rights to prosecution regardless of the nomenclature attributed
20 to their "said tract".
21

22 1b: Plaintiff pleads for Denial of this MSJ.
23

24 **2. Rule 19: Due Process and Indispensable Parties:**

25 A court must protect the interests of the parties not before the court to avoid
26 possible prejudicial effect; failure of a court to protect those interests by joinder may
27 amount to a violation of due process. Defendants have not contacted the indispensable
28 parties, who are the 230 lot owners in Tract 4076-B and Tract 4163 alone, according to

1 Affiant Weisz, regarding the Defendants' intent on having the Court declare their CC&Rs
2 abandoned.

3
4 *Shields v. Barrow*, 58 U.S. 130, 17 How. 130, 15 L. Ed. 158 (1854); *Bolin v.*
5 *Superior Ct.*, 85 Ariz. 131, 333 P.2d 295 (1958); *Smith v. Rabb*, 95 Ariz. 49, 386
6 P.2d 649 (1963); *State of Washington v. United States*, 87 F.2d 421 (9th Cir.
7 1936). The test for indispensable parties set out in *Barron and Holtzoff*, *Federal*
8 *Practice and Procedure*, Vol. 2, Section 512, pp. 58 and 59, reads as follows:
9 "Indispensable parties are those who have such an interest in the subject matter
10 that a final decree cannot be made without either affecting their interest or leaving
11 the controversy in such condition that a final determination may be wholly
12 inconsistent with equity and good conscience.

13
14 In Arizona the test of indispensable parties (indispensability) is whether the absent
15 person's interest in the controversy is such that no final judgment or decree could
16 be entered, doing justice between the parties actually before the court and without
17 injuriously affecting the rights of others not brought into the action. *Gila Bend v*
18 *Walled Lake Door Co.*, 107 Ariz. 545,549,490 P.2d 551, 55 1971

19
20 Standage relies on: It is only necessary to join other lot owners in an action to
21 abrogate and not to enforce CC&Rs. *Karner v. Roy White Flowers, Inc* 527 S.E.2d
22 40, 44 NC 2000 (stating that all property owners affected by a restrictive covenant
23 were necessary parties to an action to invalidate that covenant); *Wright v Incline*
24 *Vill. Gen, Improvement Dist.* 597 F. Supp. 2d, 1191, 1207 (D. Nev 2009) :In an
25 action to set aside a lease or contract, all parties who may be affected by the
26 determination of the action are indispensable,"

27
28 All property owners are indispensable parties. They acquired a property interest on
all other lots similarly burdened for the benefit of their own property. That fact
significantly affects the expectations of the parties and their decision to enter into a
Warranty Deed agreement between the grantor and grantee. The recording statutes
operate to protect the expectations of the grantee and secure to him the full benefit of the
exchange for which he bargained. But for the CC&Rs, the uncertainty introduced into

1 subdivision development would in many cases circumvent any plan for orderly
2 development of such properties and result in a patch-quilt pattern of dwelling units and
3 fences that would violate the bargained-for expectations of the lot owners in the tract. It is
4 easy to foresee that such a patch-quilt appearance would include mobile homes and wood
5 fences scattered among \$300,000 estate homes. All indispensable parties needed to be
6 informed of this intent to have their protections abandoned. In the absence of bringing
7 evidence of approval for a Motion for Summary Judgment of abandonment of the
8 CC&Rs from 75% of the 230 lot owners between the two tracts (Tract 4163 and Tract
9 4076-B), undue complications are foreseen including injecting delicate questions of
10 fraud, conspiracy and professional ethics into the controversy.
11
12

13
14 2a. Plaintiff pleads for denial of this MSJ

15 **3. Violations and modifications.**

16
17 Our CC&Rs play a vital role in the preservation of the general plan that was
18 designed by the developer, Desert Lakes Development L.P., for the mutual benefit of all
19 property owners. Declaring the CC&Rs abandoned will lead to a more a complete
20 breakdown of the neighborhood scheme. The current violations are not substantial. The
21 Covenants are not burdensome. There has been no radical change.
22

23 For a covenant to be abandoned, "The violations must be so substantial as to
24 destroy the usefulness of the covenant and support a finding that the covenant has
25 become burdensome." *Swensen v. Erickson*, 2000 UT 16, ¶22, 998 P.2d 807.

26 In the Restatement of Property §564 (1944) Covenants will not be enforced if
27 conditions have changed so drastically inside the neighborhood restricted by the
28 covenants that enforcement will be of no substantial benefit to the dominant
estates. The change must be so radical as to defeat the essential purpose of the
covenant or render the covenant valueless to the parties" Under the Restatement

1 version of the test, termination is only allowed if modification is not feasible. ID §
2 7.1.

3 *Gibbs v. Cass*, 431 S.W.2d 662, 668 (Mo. App.1968). The law favors the free and
4 untrammelled use of real property, but valid restrictions thereon cannot be and are
5 not disregarded by the courts. *Lake Saint Louis Community Association v.*
6 *Kamper*, 503 S.W.2d 447, 449 (Mo.App.1973). The right to enforce a valid
7 restrictive covenant may, however, be waived by conscious acquiescence in
8 persistent, obvious and widespread violations thereof. *Id.* If restrictions apply to an
9 entire area and redound to the benefit of all property owners in the restricted area,
10 then waiver or abandonment occurs only when violations of the restrictions are so
11 general as to indicate an intention or purpose to abandon the plan or scheme
12 intended to be maintained by the restrictions. *Eichelsbach v. Harding*, 309 S.W.2d
13 681, 686 (Mo.App. 1958). *Eilers v. Alewel*, 393 S.W.2d 584, 590 (Mo.1965);
14 *Gibbs v. Cass*, supra at 669. If the covenant remains of substantial value, the court
15 will enforce the covenant even though changed conditions have caused a hardship
16 to the party seeking relief from the covenant.

17 The extent of violations in the subdivision does not indicate an intention or
18 purpose to abandon the plan or scheme intended to be maintained by the restrictions with
19 the exception of the egregious violations and attempted violations of the Defendants.

20 (Emphasis supplied) For this reason, alone, the Defendants' behavior must be stopped
21 through Plaintiff's Complaint. As written by Realtor Foust, "I think most that violate the
22 CC&Rs probably don't even know they are." (supra exhibit 5a herein).

23 The Covenants still provide substantial benefit to the dominant estates. A more
24 complete breakdown of the neighborhood scheme should be required before the Court
25 declares that the CC&Rs have become unenforceable.

26 Modification is feasible for every violation observed by the Plaintiff, Defendant's
27 and Affiants. For rear yard setback violations, the projecting rear yard patio cover can be
28 cut away; living space shortfalls can be corrected two ways when setbacks have not been
violated: A patio roof and support structure can be enclosed to create an Arizona Room

1 or new construction can add living space; oversized garage depth in front yard setback
2 violations can be cut back; off-premises advertising signs can be taken down; wooden
3 fence panels used as privacy screening over rail fences can be taken down; solid block
4 walls on lots adjacent to the golf course can be cut and fitted with steel rails as the
5 Plaintiff had to do for her side yard and her adjacent neighbor's rear yard fences in
6 CV216 04026. All things are possible.
7
8

9 3a. Plaintiff pleads for this MSJ to be Denied

10 **4. Off-premises advertising and Injunctive Relief:**

11
12 The restriction on advertising on unimproved lots is not unreasonable and to
13 enforce it provides a substantial benefit for fair competition and removes the safety
14 hazards these metal signs have posed to persons and property in high winds. The
15 restriction is not oppressive. The signs are a nuisance due to rust deterioration and
16 coming apart in the wind. A jury is needed as a matter of fact.
17
18

19 Injunctive relief will be denied where the restriction would seem to have become
20 of no value whatever, and it would be unreasonable and oppressive to enforce it
21 against defendants, when all corresponding benefit has been taken away from
22 them by the action of others, when to so enforce it would destroy the beneficial
23 use of their property, and confer no substantial benefit on other property owners or
24 the plaintiffs. *Scharer v. Panther*, supra; *Ewertson v. Gerstenberg*, 186 Ill. 344, 57
25 N.E. 1051, 1055, 57 L.R.A. 310.

24 4a. Injunctive Relief should NOT be denied.

25 4b. Plaintiff Pleads for this MSJ to be Denied.

26
27 **5. Trial by Jury is Required:**

28 Rule 56 requires that the court decide whether the moving party has demonstrated

1 its entitlement to judgment based on the absence of any issues of material fact requiring a
2 trial.

3
4
5 Where the evidence or inferences would permit a jury to resolve a material
6 issue in favor of either part, summary judgment is improper. *Anderson v.*
7 *Liberty Lobby, Inc.*, 477 U.S. 242, 106 S. Ct. 2505, 91 L. Ed. 2d 202
8 (1986); *Matsushita Electric Industrial Co. v. Zenith Radio Corp.*, 475 U.S.
9 574, 106 S. Ct. 1348, 89 L. Ed. 2d 538 (1986).

10 *Burrington v. Gila County*, 159 Ariz. 320, 767 P.2d 43 (App. 1989) (citing
11 *Matsushita, supra*; *Anderson, supra*; and *Celotex, supra*, federal decisions
12 interpreting Rule 56, Federal Rules of Civil Procedure). *Cf. Edwards v.*
13 *Young*, 107 Ariz. 283, 486 P.2d 181 (1971) (federal decisions interpreting
14 the federal rules are entitled to "great weight" in interpreting the analogous
15 Arizona Rules of Civil Procedure).

16 A "genuine" issue is one which requires a trial, i.e., one which a reasonable
17 trier of fact could decide in favor of the party adverse to summary judgment
18 on the available evidentiary record. *Matsushita*, 106 S.Ct. at 1356. By
19 definition, a reasonable trier of fact would accept only a reasonable
20 inference. A reasonable inference requirement thereby avoids unnecessary
21 trials, which is the essential purpose of Rule 56. M. Louis, *Federal*
22 *Summary Judgment Doctrine: A Critical Analysis*, 83 Yale L.J. 745, 762
23 (1974); C. Clark, *Special Problems in Drafting and Interpreting*
24 *Procedural Codes and Rules*, 3 Vand.L.Rev. 493, 504 (1950).

25 There exists many factual questions that exist for a judge or jury to decide in this
26 case, Summary judgment to dismiss is inappropriate.

27 Plaintiff pleads for Denial of this Motion for Summary Judgment.

28 Plaintiff pleads for a court ruling based on the parties' briefs and supporting
documentation alone without the need for a hearing of oral arguments in Kingman, AZ.

Plaintiff pleads for denial of any Defendant's attorney fees in association with
these proceedings to date.

1 Plaintiff pleads for an award for doing more than any attorney would have done in
2 an amount equal to an equitable and just fee as determined by the court.

3
4 Plaintiff pleads for an award for Sanctions for late filing of the Defendants'
5 Answer and First Supplemental Disclosure in an amount to be determined by the court.

6 Plaintiff pleads for instruction on whether she should write the order for the
7 court's signature or if he will write the order himself.
8

9 RESPECTFULLY SUBMITTED this 27 day of December, 2019

10
11 
12 Nancy Knight
13 Plaintiff Pro Per
14

15 Copy of the foregoing was emailed on December 27, 2019 to:
16 djolaw@frontiernet.net
17 Attorney for the Defendants

18 The Law Office of Daniel Oehler
19 2001 Highway 95, Suite 15
20 Bullhead City, Arizona 86442
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27
28

1 **List of Exhibits**

Response_Motion for Summary Judgment

2 **Plaintiff's Statement of Facts (Material Facts-MF)**

Pg	Exh	MF	Detail
3 4	1a	1	Transcript of Judge Carlisle's MSJ Ruling 13pgs
4 4	1b		Status Conf. Minutes – Judge Jantzen reutters plaintiff's rights
4 5	2a	2	Tract 4076-B Para. 20 at 1641, 899_non-waiver
5 5	2b		RV Garage Inquiry
5 5	2c		Res. 93-122 - Setbacks Clarified for Desert Lakes SD/R
5 5	2d		Res. 2016-125 3 pg Denial of Amendment to Res. 93-122
6 5	sup	3	Injunctive Relief - Victims
6 6	3	4	Count Two Compensation papa.63 pg 16 orig. Complaint
7 7	4	5	BOS Minutes P. 22 Sup. Johnson comments
7 8	5a	6	Social Media Communications on CC&Rs 3 pages
8 8	5b		Email to Realtor Gina Harris – CC&R enforcement update
8 9	sup	7	para. 21, Book 1641, p.899
9 9	6	8	Para. 21 carried over Book 1641, p.900
9 10	sup	9	para. 18, Book 1641, p.899
10 10	7	10	Mojave Tribal Authority Business- Assessor's Clubhouse Description
10 15	8a	11	Permit to Chase
11 16	8b		2 Photos of Plaintiff's orig design for views - easterly and westerly
11 16	8c		3 photos of Chase modifications
11 16	8d		Two Photos: Sail Cloth Cover over Chase pool and view of pool privacy
12 16	8e		Cost of Boundary Survey
12 16	8f		Survey of side yard fence with setback shortfall
13 16	8g		3pgAttorney Moyer_LenkowskyBillingPaymentRecord
13 16	8h		Restoration Costs – 3 pgs
14 16	8i	12	T&M permit wall
14 16	9	13	Ball netting
15 18	9a	14	McKee Applications - P&Z SD/R 20 5 20 (2 homes)
15 18	9b		McKee's Plot Plans – 1934 and 1982 E. Desert Dr. -2pgs
16 19	10	15	Email Regarding Settlement Conference

17 **Plaintiff's Response to Defendants' Statement of the Case**

18 23	11		Oral Argument Transcript – Part 1 23pgs
18 23	12		Email_ParcelVV_Robert Taylor_RFPI_Dec2019 2pgs
19 24	13		Property Tax Statement for Parcel KK and Tract 4076-D map (2 pgs)
19 24	14		Dashed line delineated sliver of Parcel KK on Tract 4076-B map
20 24	15		Mr. Kukreja's Exhibit "B" for dimensions of abandoned Parcel KK (Tract 4076-B)
20 25	16		Drainage Study 3 pg for 23 lots on Parcel VV
21 26	17		Weisz Restated Data
21 26	18		McKee's Homes by Aerial view

Exhibit 1a
Transcript of Judge Carlisle's MSJ Ruling 13pgs

1a

13 pgs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MOHAVE

NANCY KNIGHT,)
)
) PLAINTIFF,) CASE No. CV-2018-04003
)
) and) ORAL ARGUMENT
)
) GLEN LUDWIG and PEARL LUDWIG,)
) Trustees of THE LUDWIG FAMILY)
) TRUST; FAIRWAY CONSTRUCTORS, INC.;)
) MEHDI AZARMI; JAMES B. ROBERTS and)
) DONNA M. ROBERTS, husband and wife;)
) JOHN DOES 1-10; JANE DOES 1-10;)
) ABC CORPORATIONS 1-10; and)
) XYZ PARTNERSHIPS 1-10.)
)

Before the Honorable Derek Carlisle, Judge

Monday, April 2, 2018

2:33 p.m.

Lake Havasu City, Arizona

REPORTER'S PARTIAL TRANSCRIPT OF PROCEEDINGS

Reported by: Dawn M. Duffey, Registered Professional
Reporter, Arizona Certified Court
Reporter No. 50039, California Certified
Court Reporter No. 10491, Nevada Certified
Court Reporter No. 722, Iowa Certified
Reporter No. 1357

1 APPEARANCES:

2

3 FOR THE PETITIONER:

4 Pro Per

5

6

7 FOR THE RESPONDENT:

8 Daniel Oehler, Esq.

9 DANIEL J. OEHLER LAW OFFICES

10 2001 Highway 95

11 Bullhead City, Arizona 86442

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1 LAKE HAVASU CITY, ARIZONA

2 MONDAY, APRIL 2, 2018

3 2:33 P.M.

4 * * * * *

5 (Whereupon, follows a partial transcript
6 requested by Mr. Oehler.)

7 THE COURT: All right. Well, I have to make a
8 decision. And, again, this was initially filed as a Motion to
9 Dismiss for Failure to State a Claim with the argument being
10 that pursuant to Rule 8 of the Arizona Rules of Civil
11 Procedure, that Ms. Knight didn't have the authority to bring a
12 claim.

13 So with respect to that, the Court has to look
14 at that narrow issue of does she have the authority to bring a
15 claim. And the basis for Ms. Knight having the authority to
16 bring a claim is the -- sorry, my judicial assistant just sent
17 me a note. The basis for Ms. Knight's claim is she is saying
18 because of the Codes, Covenants, and Restrictions, that she is
19 seeking to enforce those Codes, Covenants, and Restrictions,
20 and that is basically her way of saying I have the authority to
21 file this suit against somebody who lives in -- not directly
22 next to me or not near me, who is not immediately in proximity
23 to me, but is, I think, everybody agrees in a different tract
24 at least.

25 The Codes, Covenants, and Restrictions for both

1 4076-A and 4076-B contain some similar language, and I don't
2 know if I'll be able to read it on this monitor because it's
3 somewhat small, but it was referenced in the Motion to Dismiss,
4 and I think both parties are aware of it, and it's taking me a
5 really long time to get there, but it says the violation or
6 threatened or attempted violation of the Codes -- or the
7 Covenants, Conditions or Restrictions -- I think I might have
8 said it wrong -- shall be lawful for the Declarant, its
9 successors or assigns, or any person or persons owning real
10 property located within the subdivision to prosecute
11 proceedings at law or in equity against all persons violating
12 or attempting to violate.

13 So basically it's limited to all persons who --
14 or any person owning real property located within the
15 subdivision. And within the CC&R's, and, again, this started
16 as a Motion to Dismiss, so I have to start with the CC&R's. It
17 doesn't necessarily define subdivision, what is meant by
18 subdivision.

19 But when I'm looking at the CC&R's, there are
20 examples, and I'm just going with the most obvious example
21 because it's the easiest one to articulate. The first article
22 talks about a Committee of Architecture, and it says that there
23 is created a Committee of Architecture, and then it says at
24 such time that 90 percent of the lots within the subdivision
25 have been sold by Declarant, or within one year of the issuance

1 of the original public report, whichever occurs first, the
2 owners of such lots may elect three members to consist and
3 serve on the Committee of Architecture.

4 The next paragraph says notwithstanding anything
5 heretobefore stated -- maybe it's hereinbefore -- architectural
6 review shall be vested in the initial Architecture Committee.
7 And then it says until such time as 90 percent of the lots in
8 Tract 4076, and in this instance B, have been sold by
9 Declarant. And the ones for Tract 4076-A say the same thing,
10 until 90 percent of the lots in 4076-A have been sold by the
11 Declarant.

12 So when I look at that, it seems clear to me
13 that the intent of the Codes, Covenants, and Restrictions is to
14 define a subdivision as a tract. So a tract 4076-A is a
15 subdivision, Tract 4076-B is a subdivision for purposes of the
16 CC&R's. And, again, that is what I am focused on in my
17 analysis is are the tracts the subdivision or is the whole
18 community a subdivision.

19 And when I read the CC&R's, there is -- it is a
20 subdivision. That's consistent with the fact that each tract
21 has a different final plat. It's consistent with the fact that
22 each of the tracts have their own CC&R's. So I am finding that
23 the reference to subdivision within the CC&R's is a reference
24 to a particular tract.

25 There is no dispute -- there's no genuine of

1 issue of material fact in this case that the Roberts' home is
2 in Tract 4076-A. The Knight home is in a tract that was
3 previously part of 4076-B, now is Tract 4163.

4 I am finding -- and I guess to answer a
5 question, sorry, I'm going to digress for just a second. One
6 of the exhibits, I think it was Exhibit 1-C, which is labeled
7 as a subdivision index in the objections filed by Ms. Knight,
8 and whether you can submit additional evidence after the Reply
9 brief has been filed is probably questionable.

10 But even if I consider that, Exhibit 1-C, which
11 was labeled as a Mohave County Subdivision Index, it lists, I'm
12 assuming, subdivisions, and it lists Tract A, Tract B, Tract C,
13 Tract D all separately. They are on consecutive lines. That
14 would suggest that each one of those is a subdivision. So that
15 is all consistent with each tract being its own subdivision.

16 And I am finding based on the language in the
17 CC&R's, that the CC&R's give the authority for somebody within
18 a tract to enforce the CC&R's for that tract.

19 MS. KNIGHT: With the exception of Provision 21
20 and 22.

21 THE COURT: Ms. Knight --

22 MS. KNIGHT: Excuse me.

23 THE COURT: -- you've had your chance.

24 MS. KNIGHT: Your Honor, I'm sorry.

25 THE COURT: So because of that I am finding

1 that Ms. Knight does not have the authority to enforce any
2 CC&R's in Tract 4076-A. However, there's also not a dispute
3 that Tract 4163 was previously a part of 4076-B, and 4076-B
4 specifically says it applies to lots and parcels within 4076-B.
5 So Ms. Knight can enforce the CC&R's for 4076-B within
6 Tract 4076-B. She can't enforce the CC&R's for 4076-B in a
7 different tract. So she can't enforce those in 4076-A, but she
8 can in 4076-B.

9 And since this is all just predicated on whether
10 she has the authority to file a suit or not, what I am finding
11 then is with respect to the two counts in the Complaint, the
12 first count clearly discusses setbacks or the violation of
13 setbacks with respect to a particular residence in 4076-A.

14 I am granting the Motion to Dismiss with respect
15 to count 1 which deals with a particular lot, apparently the
16 lot owned by the Roberts at this point in time. I am denying
17 the Motion to Dismiss with respect to count 2 to the extent
18 that she can -- at least has the authority to assert violations
19 of signage or other violations in 4076-B.

20 Because I -- the language of the CC&R's says it
21 runs with the parcels. This was part of the parcel. I don't
22 see anything that says it was excluded once it was sold. So I
23 am finding she can sue for things that occurred in 4076-B, not
24 4076-A. So the Motion to Dismiss is granted with respect to
25 count 1, denied with respect to count 2.

1 MS. KNIGHT: So the attempt -- may I, Your
2 Honor? So the attempt to violate that happened under the BOS
3 Resolutions that Mehdi -- I mean, he gave presentations and
4 everything, that -- that is still -- I have authority for that;
5 right? I think that's what you just said.

6 THE COURT: All I'm saying is I granted with
7 respect to count 1, I'm denying with respect to count 2 because
8 you do have the authority I am finding to -- limited to things
9 that happen in 4076-B.

10 MS. KNIGHT: Okay.

11 THE COURT: So -- and my recollection of count 2
12 is it's kind of limited to putting signs on unimproved lots.
13 So if there are signs on unimproved lots in 4076-B, you might
14 be able to pursue that. And, again, this is just whether she
15 has the authority to sue or not.

16 So, Mr. Oehler, I don't know if you want to
17 prepare a Proposed Form of Order with respect to the dismissal
18 of count 1 or not or --

19 MR. OEHLER: Your Honor, I think, you know, we
20 perhaps had best do that, and also include the Court's
21 reasoning in regard to the signage. You know, I cannot sit
22 here and say that any client I represent in this lawsuit has a
23 single sign in the B Tract. I don't know. I, you know, was
24 really focused on the A Tract issues.

25 THE COURT: And I understand that. I'm not

1 saying this resolves the case -- well, resolves the case with
2 respect to count 1.

3 Again, this is just whether she --

4 MR. OEHLER: Correct.

5 THE COURT: I don't want to use the word
6 standing, but it's basically a standing argument, and doesn't
7 necessarily resolve whether there is a justiciable complaint
8 with respect to things that are occurring in 4076-B or not.

9 MS. OEHLER: Yeah, Your Honor, if, you know,
10 obviously after you recess, I would talk with the clerk (sic)
11 and have her send me a copy of the transcript from which I
12 would prepare a Proposed Form of Order.

13 THE COURT: All right. Well, anything else then
14 at this point in time?

15 MR. OEHLER: No, Your Honor. And I would assume
16 that it would be acceptable with the Court that we can follow
17 this up with an affidavit dealing with the issue of fees and
18 costs?

19 THE COURT: Yeah. And I didn't specifically
20 address that issue because -- because I think that you won in
21 part and lost in part since I dismissed one of the counts but
22 not the other count.

23 MR. OEHLER: Well, Your Honor, you're
24 certainly --

25 THE COURT: You can make a motion with respect

1 to that --

2 MR. OEHLER: Okay. Thank you.

3 THE COURT: -- and I'll deal with that issue. I
4 don't need to resolve that right now.

5 MR. OEHLER: Thank you.

6 Anything else, Ms. Knight?

7 MS. KNIGHT: Probably, but I just -- can I
8 confirm what I think the understanding is? In the CC&R's it
9 says "attempted or threatened violation," and that's what Mehdi
10 did when he went before the planning commission and then the
11 Board of Supervisors to try to get anybody who wanted the
12 setback reduction in the whole project, the whole Desert Lake
13 Golf Course and Estates subdivision. I can proceed with that
14 part of my complaint? I think that's what you said.

15 THE COURT: All I said is that count 1 is
16 dismissed.

17 MS. KNIGHT: I haven't memorized what are
18 count 1 and count 2. I understand it's --

19 THE COURT: Count 1 is the setback with respect
20 to the house.

21 MS. KNIGHT: Okay.

22 THE COURT: That's dismissed. Count 2 is not
23 dismissed --

24 MS. KNIGHT: Egregious parts of it, yes.

25 THE COURT: -- to the extent that you have the

1 authority for violation --

2 MS. KNIGHT: Under the same case.

3 THE COURT: -- in 4076-B only.

4 MS. KNIGHT: Yes, under the same case. We don't
5 have -- so we now go to disclosure or what do we do? What is
6 the next step? You answer now to that --

7 THE COURT: All right.

8 MS. KNIGHT: -- Mr. --

9 THE COURT: We'll send --

10 MR. OEHLER: Your Honor, I -- simply so we don't
11 have additional argument in paper or in person, I would assume,
12 therefore, that the notice of -- excuse me, the Order of
13 Dismissal will dismiss Mr. and Mrs. Roberts since they're
14 obviously in the A Tract and dealing exclusively here as
15 Defendants as a result of their residence.

16 THE COURT: I would have assumed that as well,
17 but I'm assuming you will submit a notice -- or a lodged
18 judgment, and --

19 MR. OEHLER: I will.

20 THE COURT: -- there may or may not be
21 objections to it --

22 MR. OEHLER: Sure.

23 THE COURT: -- but we'll go from there once I
24 see it and once I rule on any objections to it.

25 MR. OEHLER: Thank you.

1 MS. KNIGHT: One other thing because what is --
2 what I wrote in count 1 and count 2, they may have been
3 intertwined. I'm not sure if they were separate. So can we
4 do -- you have to dismiss all of count 1 and all of -- keep all
5 of part 2 or just the part about the house?

6 THE COURT: I have dismissed all of count 1. I
7 have limited count 2 as I've said.

8 MS. KNIGHT: So I have to go back and read all
9 of count 1 and see what was dismissed. Okay.

10 THE COURT: All right. Stand at recess. And I
11 do have another hearing that was supposed to start at 2:30.

12 (The proceedings were concluded at 2:49 p.m.)

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CERTIFICATE OF REPORTER

I, Dawn M. Duffey, Official Reporter in the Superior Court of the State of Arizona, in and for the County of Mohave, do hereby certify that I made a shorthand record of the proceedings had at the foregoing entitled cause at the time and place hereinbefore stated;

That said record is full, true, and accurate;

That the same was thereafter transcribed under my direction; and

That the foregoing (12) typewritten pages constitute a full, true, and accurate transcript of said record, all to the best of my knowledge and ability.

Dated at Lake Havasu City, Arizona, this 2nd day of April 2018.

Dawn M. Duffey, Registered Professional Reporter, Arizona Certified Reporter No. 50039, California Certified Reporter No. 10491, Nevada Certified Reporter No. 722 Iowa Certified Reporter No. 1357

Exhibit 1b

Status Conf. Minutes – Judge Jantzen reutters plaintiff's rights

16

The Court reutters his ruling made on October 30, 2019 regarding the Plaintiff's right to move forward with matters as it affects Tract 4076B; discussion ensues.

As to the Motion to Exceed Page Limitation:

The Plaintiff states to the Court that she does not object to this Motion.

Mr. Oehler indicates that he has been awaiting the approval of this Motion in order to file his Motion for Summary Judgment.

IT IS ORDERED granting the Defense's Motion to Exceed Page Limitation.

Discussion ensues regarding the time limits of responsive memorandums set forth by the Rules of Civil Procedure and the difference between responses that shall be filed within ten (10) business-days and within thirty calendar-days.

As to the Status Conference:

The Plaintiff inquires with the Court regarding further issues she wishes to bring forth; discussion ensues.

Mr. Oehler updates the Court on the status of this case and informs the Court of what key issues he believes are before the Court in this matter; discussion ensues.

The Court notes that he will be setting this matter for an Oral Arguments Hearing after the Plaintiff files her Response to Mr. Oehler's pending Motion.

The Court recesses at 4:12 p.m.

cc:

NANCY KNIGHT
1803 East Lipan Circle
Fort Mohave, Arizona 86426
Plaintiff in Pro Per

LAW OFFICES OF DANIEL J. OEHLER *
Attorney for the Defendants

HONORABLE LEE F. JANTZEN *
Division IV

Exhibit 2a

Tract 4076-B Para. 20 at 1641, 899_non-waiver

2a

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 2b
RV Garage Inquiry

nancyknight

exhibit (2b)

From: "Scott Holtry" <Scott.Holtry@mohavecounty.us>
Date: Monday, July 18, 2016 8:23 AM
To: "Nancy Knight" <nancyknight@frontier.com>
Cc: "Christine Ballard" <Christine.Ballard@mohavecounty.us>
Subject: RE: Desert Lakes Setback Reduction

Nancy,

Looking at the aerial photo of your property it looks like there could possibly be space for a second detached garage on the southeast side of the property. The change in setbacks, if you decide to opt-in and if approved, would also give you more room for the second garage. Expanding the existing garage would also be an option. In both cases we would have to make sure that you stay within the approved setbacks and that you don't exceed 60% of lot coverage. Having a larger lot helps with staying under 60% of lot coverage. Going off the aerial photo it looks like you are at about 30% right now. Let me know if you have any further question.

Thanks

Scott Holtry

Planner II
Mohave County Development Services
Phone: 928-757-0903 Fax: 928-757-0936
3250 E Kino Ave, Kingman, AZ 86409
scott.holtry@mohavecounty.us

From: Nancy Knight [mailto:nancyknight@frontier.com]
Sent: Saturday, July 16, 2016 5:58 AM
To: Scott Holtry <Scott.Holtry@mohavecounty.us>
Subject: Desert Lakes Setback Reduction

Dear Mr. Holtry,
As a Planner, I hope you can answer my question.

I have analyzed my lot and needs and see that if I were to sign up for the proposed setback reduction then I would have space in the front yard for an second detached garage. I have an existing three car garage attached to my home. My question is - would I be able to add an additional detached two car garage, RV suitable in height and depth. I do have a double lot so that may come into consideration for a decision for an allowable second and detached garage permit.

My other possible option, if it were permitted, would be to increase the depth of my existing garage although the roofing would be more complicated.

I look forward to your reply as the Waiver, which I do not completely understand as to how any additional building on my property would diminish its value, is due soon.

Nancy Knight
1803 E. Lipan Circle
Fort Mohave, AZ

7/8/2019

Exhibit 2c

Res. 93-122 - Setbacks Clarified for Desert Lakes SD/R

2c

2
BOS

MICROFILMED

INDEXED 2, 5



#93- 24565 BK 2214 PG 976
OFFICIAL RECORDS OF MOHAVE COUNTY AZ.
JOAN McCALL, MOHAVE COUNTY RECORDER
05/05/93 3:30 P.M. PAGE 1 OF 2
MOHAVE COUNTY BOARD OF SUPERVISORS
RECORDING FEE 0.00 NC

RESOLUTION NO. 93-122

RESOLUTION SETTING FORTH THE APPROVAL OF AN AMENDMENTS TO CLARIFY REZONING RESOLUTIONS THAT ESTABLISHED SD/R (SPECIAL DEVELOPMENT/RESIDENTIAL) ZONING FOR DESERT LAKES SUBDIVISION TRACT 4076 BY INCLUDING SPECIFIC SETBACK REQUIREMENTS FOR ALL LOTS, LOCATED IN THE SOUTH MOHAVE VALLEY, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on May 3, 1993, a public hearing was conducted to determine the approval of the an amendment to clarify rezoning resolution that established SD/R (Special development/Residential) Zoning for Desert Lakes, Tract 4076 subdivision by including specific setback requirements for all lots, located in the South Mohave Valley area, and

WHEREAS, the Board of Supervisors Resolution Number 89-116 established the SD/R (Special Development/Residential) rezoning, and

WHEREAS, in the body of the rezone resolution it states in part "The CC&R's presented set the rear yard setbacks at twenty (20') feet when zoning for a R-0 states twenty-five (25') feet...", and

WHEREAS, Article six (6) in part "All buildings and projections thereof on lots not adjacent to the golf course being,...., shall be constructed not less than twenty (20') feet back from the front and rear property lines and five (5') feet from side property lines."

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on April 14, 1993 the Commission recommend conditional APPROVAL of the requested amendment with the applicant understanding and accepting the following conditions:

1. That the setbacks shall be not less than twenty (20') feet back from the front and rear property lines and five (5') feet from side property lines.
2. That all conditions of BOS Resolution Number 89-116 be met.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, May 3, 1993

Exhibit 2d

Res. 2016-125 3 pg Denial of Amendment to Res. 93-122

303 (2d)

FEE# 2016046551

OFFICIAL RECORDS OF MOHAVE COUNTY ROBERT BALLARD, COUNTY RECORDER



10/13/2016 03:10 PM Fee: \$0.00

PAGE: 1 of 3

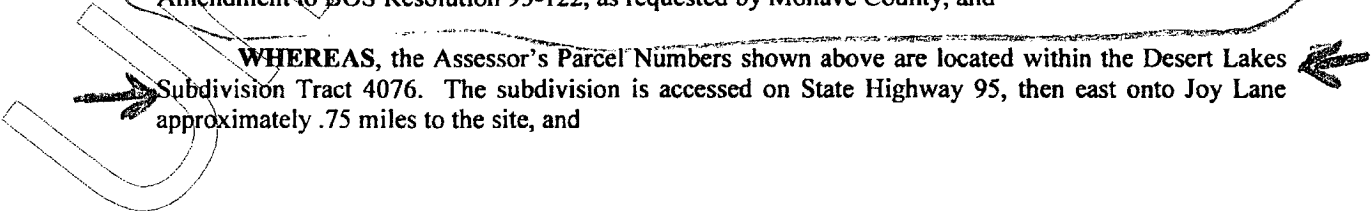
RESOLUTION NO. 2016-125

A RESOLUTION SETTING FORTH A DENIAL OF AN AMENDMENT TO BOS RESOLUTION NO. 93-122 ON ASSESSOR'S PARCEL NOS. 226-11-002, 226-11-012, 226-11-014, 226-11-015, 226-11-031, 226-11-032, 226-11-034, 226-11-035, 226-11-036, 226-11-037, 226-11-042, 226-11-044, 226-11-045A, 226-11-047, 226-11-049, 226-11-050, 226-11-052, 226-11-056, 226-11-058, 226-11-063, 226-11-064, 226-11-072, 226-11-075, 226-11-077, 226-11-092, 226-11-099, 226-11-102B, 226-11-103A, 226-11-104, 226-11-108, 226-11-109, 226-11-110, 226-11-115, 226-11-118, 226-11-120, 226-11-125, 226-11-133, 226-11-134, 226-11-144, 226-11-145, 226-11-147, 226-11-156, 226-11-166, 226-11-167, 226-11-168, 226-11-173, 226-11-176, 226-11-177, 226-11-179, 226-11-180, 226-11-182, 226-11-184, 226-11-185, 226-11-188, 226-11-191, 226-11-192, 226-11-202, 226-11-212, 226-11-217, 226-11-225, 226-11-229, 226-11-233, 226-13-001, 226-13-002, 226-13-003, 226-13-008, 226-13-009, 226-13-011A, 226-13-013, 226-13-016, 226-13-023, 226-13-025A, 226-13-027, 226-13-035, 226-13-036, 226-13-037, 226-13-038, 226-13-039, 226-13-049, 226-13-059, 226-13-061, 226-13-062, 226-13-064, 226-13-065, 226-13-079, 226-13-082, 226-13-083, 226-13-085, 226-13-086, 226-13-088, 226-13-090, 226-13-095, 226-13-102, 226-13-120, 226-13-126, 226-13-136, 226-13-141, 226-13-149, 226-13-152, 226-13-154, 226-13-157, 226-13-160, 226-13-165, 226-13-166, 226-13-167, 226-13-168, 226-13-172, 226-13-173, 226-13-174, 226-13-175, 226-13-177, 226-13-179, 226-13-181, 226-13-191, 226-13-201, 226-13-208, 226-13-211, 226-13-218, 226-13-225, 226-14-008, 226-14-010, 226-28-001, 226-28-009, 226-28-014, 226-28-015, 226-28-021, 226-28-028, 226-28-029, 226-28-030, 226-28-031, 226-28-036, 226-28-037, 226-28-040, 226-28-057, 226-28-060, 226-28-061, 226-28-066, 226-28-068, 226-28-070, 226-28-071, 226-28-088, 226-28-111, 226-28-126, 226-28-129, 226-28-130, 226-28-131, 226-28-135, 226-28-137, 226-28-148, 226-28-161, 226-28-168, 226-28-171, 226-28-172, 226-28-177, 226-28-180, 226-28-183, 226-28-187, 226-28-192, 226-28-193, 226-28-203, 226-28-215, 226-28-216, 226-28-217, 226-28-218, 226-28-219, 226-28-221, 226-28-227, AND 226-28-229, TO ALLOW FOR A SETBACK REDUCTION IN FRONT YARDS FROM 20 FEET TO 15 FEET AND IN REAR YARDS FROM 20 FEET TO 15 FEET, IN THE SOUTH MOHAVE VALLEY VICINITY, MOHAVE COUNTY, ARIZONA.

180 reported to have opted-in. 11 public 6 2016-126

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on October 3, 2016, a public hearing was conducted to determine whether approval should be granted for an Amendment to BOS Resolution 93-122, as requested by Mohave County, and

WHEREAS, the Assessor's Parcel Numbers shown above are located within the Desert Lakes Subdivision Tract 4076. The subdivision is accessed on State Highway 95, then east onto Joy Lane approximately .75 miles to the site, and



RESOLUTION NO. 2016-125

PAGE 2

WHEREAS, all subject properties are currently zoned S-D/R (Special Development/Residential) zone, and consist of vacant lots and single-family residential dwellings. The properties were zoned S-D/R (Special Development/Residential) as approved and amended by BOS Resolution No. 89-116 adopted December 4, 1989 and BOS Resolution No. 93-122 adopted May 3, 1993. A setback of twenty (20') feet in the front and rear yard and five (5') feet in the side yard was established with BOS Resolution No. 93-122. The surrounding zoning is S-D/R (Special Development/Residential) and S-D/C (Special Development/Commercial). The surrounding land uses consist of single-family residential and a golf course, and

WHEREAS, as of December 2, 2015, revisions to the Mohave County Zoning Ordinance took effect including Section 35.B, Setbacks and Area Requirements. This section of the Zoning Ordinance was revised per Mohave County Ordinance 2015-07. The revisions reduced the front yard setback from 20 feet to 15 feet and reduced the rear yard setback from 25 feet to 15 feet on residentially zoned properties. However, the new setbacks did not apply to properties located within the Desert Lakes Subdivision because the setbacks within the subdivision were set by BOS Resolution No. 93-122. In order to change the setbacks within the Desert Lakes Subdivision, an amendment would have to be made to the resolution, and

WHEREAS, to mitigate the need to make future amendments to the resolution, Development Services sent out individual packets to all property owners within the Desert Lakes Subdivision. The packets included a letter from Development Services that explained the reduction in setbacks and its process, a response form that indicated whether or not the property owner would like to be included in the reduction in setbacks, a Waiver of Claims for Diminution in Value form, and a prepaid return envelope. In order to be included in the proposed amendment to BOS Resolution 93-122 each property owner had to check "Yes" on the response form, sign both the response and waiver forms, and return it to the Development Services Department by July 25, 2016. A total of 762 parcels were included in the mailing with 180 responding yes, 62 responding no, 32 that did not send in all of the needed paperwork, and 22 that were returned by the Post Office because of a bad address, and

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

- a. All notices have been advertised and posted according to regulations.
- b. The proposed action and effect comply with the Mohave County General Plan.

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on September 14, 2016, the Commission recommended APPROVAL of the Amendment to BOS Resolution No. 93-122, subject to the following:

1. That the setbacks shall not be less than ~~twenty (20')~~ fifteen (15') feet back from the front and rear property lines and five (5') feet from side property lines.

WHEREAS, the notice of hearing was published in the Kingman Daily Miner, a newspaper of general circulation in Kingman, Mohave County, Arizona, and in the Mohave Valley News, a newspaper of general circulation in South Mohave Valley, Mohave County, Arizona, on September 18, 2016, and was posted on September 16, 2016, as required by Arizona Revised Statutes and the Mohave County Zoning Regulations; and

RESOLUTION NO. 2016-125

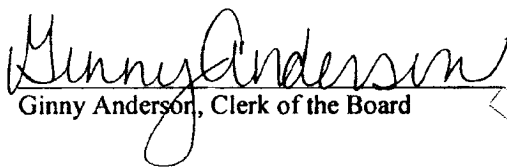
PAGE 3

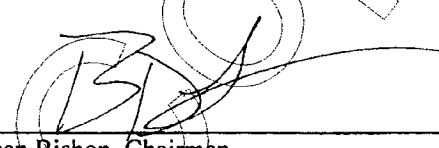
WHEREAS, the Board of Supervisors accepted public testimony and considered the testimony in their decision making process.

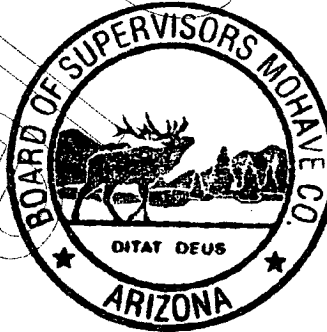
NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, October 3, 2016, **DENIED** this Amendment to BOS Resolution No. 93-122.

MOHAVE COUNTY BOARD OF SUPERVISORS

ATTEST


Ginny Anderson, Clerk of the Board


by Jean Bishop, Chairman



Unofficial's

Exhibit 3

Count Two Compensation papa.63 pg 16 orig. Complaint

1 Constructors mail a letter to all property owners in the Desert Lakes Community to inform them
2 of the Court Order that may have affected their property and to also take an ad in the Mohave
3 Daily News announcing the financial remedy that affected property owners can apply for at the
4 address of Fairway Constructors, Inc. located at 5890 S. Highway 95, Fort Mohave, AZ.

6 58. In closing, Plaintiff believes that political will by Mehdi Azarmi for the letters of
7 support for his variance, should not be given any credence especially at the expense of those
8 others in the community who do not have the political connections of the Chamber of Commerce
9 or elected officials who benefit from Azarmi's money, power, and influence.

11 **COUNT TWO**
12 **INJUNCTIVE RELIEF**

13 59. Plaintiff incorporates herein by reference all allegations of Count One of this
14 Complaint as though fully set forth herein.

15 60. Plaintiff has a strong likelihood of success on the merits of the violations of the
16 CC&Rs as set forth herein.

17 61. Plaintiff is entitled to preliminary and permanent injunctions enjoining
18 Defendants from all current signage violations on unimproved lots.

19 62. Plaintiff is entitled to preliminary and permanent injunctions enjoining
20 Defendants from any existing or future violations of the CC&Rs including but not limited to
21 setback reductions and signage on unimproved lots.

22 63. Plaintiff is entitled to reasonable monetary compensation that does not exceed the
23 jurisdictional limit of the Court including but not limited to filing fees, compensation for hours of
24 research, emails, letters and postage, and physical and emotional distress from the battle to
25 protect her Desert Lakes Community from CC&R violations. The amount found due by a jury
26 herein or found due by judgment of the Court.



Exhibit 4

BOS Minutes P. 22 Sup. Johnson comments

4

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 onto 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 5a

Social Media Communications on CC&Rs 3 pages

8 Aug · 18 neighborhoods in Crime & Safety



Sasha Bennick

5a
3pg

I like the “unincorporated association” better than HOA.

8 Aug



Nancy Knight

Thank you Sasha, It is the best of both worlds. An HOA bills everyone for dues that oftentimes only benefits a few. We have an opportunity in Desert Lakes to not only form an unincorporated association for a potential meeting hall but to provide service to the community for amendments to our CC&Rs or to issue variances for those who have CC&R violations due to no fault of their own. I am looking forward to a positive response to the formation of an unincorporated association and for 75% of the property owners to vote in favor of some important issues that will prevent "pitting neighbor against neighbor" in a court of law. Please help spread the word. Nextdoor Desert Lakes does not reach enough people yet. Word-of-mouth is still the best form of advertising.

8 Aug



Don Foust

Nancy Knight I think you are on the right track. I do not want HOA but to have some way to get the folks who violate the CC&Rs to correct them. I don't want to see it become something that causes people to get upset or angry. I think most that violate the CC&Rs probably don't even know they are.

8 Aug



Nancy Knight

Hello Don, For starters, I formed a Group that has a poll for people to vote on whether they would be interested in having an unincorporated association. Can you get to the Group category for Desert Lakes and vote please? I have explained a little about what duties the unincorporated association would be authorized to do. As for CC&R enforcement, even a prominent Realtor who lives in Desert Lakes is also hoping for CC&R enforcement. I agree that we do not want to

get people angry but we also do not want our community to become blighted. Rules need to be followed for everyone's property protection.

8 Aug



Don Foust

,
Nancy Knight please give me some help to get where I can vote

8 Aug



Nancy Knight

,
Don Foust As I see the page, your message is here in the middle column of Nexdoor and to the left is a narrow column that has Titles such as Neighborhood with a list of categories that begins with Recommendations and ends with General, then I see the Groups listings with the Desert Lakes Group below the Fairway Estates Group. Do you see it this way? If yes, then if you click the Desert Lakes Group you will find the poll question. Let me know how it goes.

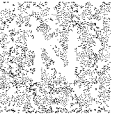
8 Aug



Sasha Bennick

,
I am not sure if I am following now.... is there something wrong with this area that CC&Rs need to be enforced? What exactly are you wanting to be enforced?

8 Aug



Nancy Knight

,
Yes Sasha, Realtors have noticed a decline in maintenance of the community and other violations. Many people are harmed by others who violate the CC&Rs. It is a huge issue from some photos that I have seen of fences falling down or replaced with wood fencing. Setbacks are an issue too as they take views from their neighbors. Fences that are too high are restricted as well and the County will issue a permit for anyone to change the original 6 foot maximum height to 8 feet high without any assurance of the size of the footings and then the County takes no responsibility when the block wall starts to crack, lean, or falls over. There are so many potential violations and many people do not even know they have caused a violation or that others caused it an now they are responsible if they do not have a means of getting a variance under some authorized group voted on by the property owners. Do you have a copy of the CC&Rs? If not I can email a pdf of your Tract's CC&Rs. There are six Tract CC&Rs and they are identical for land use. Some have specific lots cited for the owner's to have responsibility for maintenance of

drainage channels. The names of the Tracts are Tract 4076-A, 4076-B, 4076-C, 4076-D, 4132, and 4159. Your title insurance policy on the exclusions page will also cite the Book and Page number for the Recorded document. If you don't know your tract number then I can look it up by the Book and Page number. All CC&Rs need to be followed but it is up to individual property owners to enforce them. We once had an Architectural Committee of three members who could approve variances but it no longer exists. Violations are enforced against neighbors who are harmed in one way or the other, generally due to self-serving motives of their neighbor or due to the former owner of the home they bought.

8 Aug



Sasha Bennick

²
Nancy Knight got it. Thank you for being so specific in your response.

9 Aug



Add a reply...

Exhibit 5b

Email to Realtor Gina Harris – CC&R enforcement update

nancyknight

From: "nancyknight" <nancyknight@frontier.com>
Date: Friday, November 01, 2019 7:40 AM
To: "Gina Harris" <ginaharrisbroker@gmail.com>
Subject: Update on CC&R Enforcement

56

Hello Gina,

It has been an interesting academic journey on real estate law and you were the first Realtor to understand the purpose and benefits of CC&R enforcement. Don Foust, at Tristate Realty, was the second. He also owns a home in Desert Lakes. I do not know him personally and I do not have his email address or I would have copied him on this email. Please forward to him if you know Don.

He wrote to me on Nextdoor.com when I proposed a vote on forming an unincorporated association. Don wrote:
 "Nancy Knight I think you are on the right track. I do not want HOA but to have some way to get the folks who violate the CC&Rs to correct them. I don't want to see it become something that causes people to get upset or angry. I think most that violate the CC&Rs probably don't even know they are."

The Defendants in my original Complaint are not among those who don't even know we have CC&Rs. Their violations are deliberate and have created a multitude of victims who do not even know they are about to become additional Defendants.

Based on the information below, I need an opinion on whether to fight to preserve enforcement rights within the entire Desert Lakes Golf Course and Estates Tract 4076 Subdivision that was created in 1988 by Bella Enterprises, Inc., or accept limited prosecution rights for only violations in Tracts where one owns property. In other words, this case will establish a precedent that prosecution rights will be limited for everyone unless Appealed.

In 2018, a judge ruled Desert Lakes is not One Subdivision but rather a number of separate subdivisions called Tracts (4076A, 4076B, 4076C, etc.) I live in Tract 4076B, which I found out in research, was actually Phase II on the original Subdivision map established by Bella Enterprises, Inc. in 1988 and followed by Desert Lakes Development L.P. in 1989. I am sure you know you are in Phase I (Tract 4076A) which was the first Tract to be developed with the lots platted for estates homes, the golf course and clubhouse, lakes/ponds, and even for the sewer treatment plant that is also displayed on that original Tract 4076 map. The defense attorney has even challenged my claim that we are not merely a planned community of homes but rather a Master Planned Community.

My original law suit only cited violations in Tract 4076A. The former judge (I have had four so far and movement of the case to three different Courts) ruled in April 2018 for Dismissal of Count One as it involved violations in Tract 4076A; however, he also ruled that I could prosecute violations in Tract 4076B and could modify my Complaint for violations in Tract 4076B.

I have tried multiple times to get a reversal of dismissal of Count One. Then came a breakthrough when the County finally gave me the complete information that I needed to piece together the creation of the One Subdivision. With this preponderance of evidence, I tried to get the current judge to reconsider the dismissal of Count One so I, or anyone in the future, could prosecute violations within the entire Subdivision.

The current judge ruled against me this week without citing any logic for continuing to claim we have separate subdivisions called Tracts. This leaves everyone in Desert Lakes at risk of blight occurring in various Tracts over time when no one has the time or inclination to prosecute in a Court of law as I have. If this happens, lawyers for any future defense can have all of the CC&Rs nullified as abandoned.

My choice now is to file an Appeal (there is no precedent for our situation of one subdivision developed in tracts that are not separate subdivisions) or accept my limited and unfair ability to enforce only in Tract 4076B.

If you know other Realtors who own property in Desert Lakes and any attorneys you know in Desert Lakes who are willing to offer their opinion, please share this information with them. I need support in words or deeds or contributions for the Appeal or upcoming Trial - soon to be scheduled if I do not go for the Appeal.

I do not know if you are aware that my first case of enforcement that included trespass against my neighbor cost me over \$40,000 in attorney fees and restoration costs when the defense attorney claimed in mediation that his clients had no money. For this reason, I have to go pro per now. That neighbor sold the home during litigation creating two defendants with self-serving motives. Luckily, we had a great mediator that fought for my CC&R rights. My new neighbor is acrimonious and not happy with the

12/23/2019

Exhibit 6

Para. 21 carried over Book 1641, p.900

P21 Carried over

6

and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

22. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B(1). Special Development Residential
SD-R Single Family Residential, Mobile Homes
Prohibited
Land Use Regulations.

Uses Permitted:

Single Family dwelling and accessory structures and uses normally incidental to single family residences, MOBILE HOMES, MANUFACTURED HOMES AND PREFABRICATED HOMES PROHIBITED.

LAWYERS TITLE AGENCY, INC.,
as Trustee

DESERT LAKES DEVELOPMENT L.P.
a Delaware Limited Partnership

By Robert P. Douglass
Title: Trust Officer

By Frank Cassattino

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this, the 6th day of December, 19 89, before me the undersigned officer, personally appeared ROBERT P. DOUGLASS, who acknowledged himself to be a Trust Officer of LAWYERS TITLE AGENCY, INC., an Arizona corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer.

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

My Commission Expires:
MY COMMISSION EXPIRES MAY 30, 1990.


Judith Diaz
Notary Public



Exhibit 7

Mojave Tribal Authority Business- Assessor's Clubhouse Description

Parcel Number: 226-11-250

Owner: UNITED STATES OF AMERICA TRUSTEE 

Ownership Type: Trustee(s)

Mailing Address: 8490 S HIGHWAY 95 STE 105, MOHAVE VALLEY, AZ 864409247

Site Address: 5835 S DESERT LAKES DR, FORT MOHAVE



	Previous Year	Current Year	Future Year
Tax Year	2018	2019	2020
Tax Area	1621	1621	1621
Land Value	\$21,926	\$19,303	\$19,601
Improvement Value	\$238,042	\$243,055	\$243,840
Full Cash Value	\$259,968	\$262,358	\$263,441
Assessed Full Cash Value	\$46,795	\$47,225	\$47,419
Limited Valued	\$259,968	\$262,358	\$263,441
Assessed Limited Value	\$46,795	\$47,225	\$47,419
Value Method	Cost	Cost	Cost
Exempt Amount	\$46,795	\$47,225	\$47,419
Exempt Type	Tribal - LPV	Tribal - LPV	Tribal - LPV
Assessor Use Code	9820-INDIAN GOV COMMER PROP	9820-INDIAN GOV COMMER PROP	9820-INDIAN GOV COMMER PROP
Assessment Ratio	18.0	18.0	18.0
Property Class	0112	0112	0112

Description Information

Parcel Size: 0.97 acres

Township: 19N

Range: 22W

Section: 35

DESERT LAKES GOLF COURSE & ESTATES TRACT 4076A PHASE 1 PARCEL D-D CLUBHOUSE CONT 42166 SQ FT

Exhibit 8a
Permit to Chase



8a

MOHAVE COUNTY DEVELOPMENT SERVICES

P. O. Box 7000 Kingman, Arizona 86402-7000 3250 E. Kino Ave, Kingman www.co.mohave.az.us Telephone (928) 757-0903 FAX (928) 757-3577

Nicholas S. Hont, P. E.
Department Director

Michael P. Hendrix, P. E.
Deputy County Manager

BUILDING PERMIT

BLD-2015-01269
PERMIT NUMBER

LEGAL: DESERT LAKES GOLF COURSE AND ESTATES UNIT E TR 4163 LOT 10 & THE ELY 1/2 OF LOT 11 CONT 7262 SQ FT OR 0.17 ACRES 223-23-010,011 & 012 (223-23-010A & 012A) 2006 TAX ROLL

ADDRESS: 1795 LIPAN CIR FORT MOHAVE, AZ
ASSESSOR PARCEL#: 226-23-010A ZONING: SD/R

Applicant: LEWIS CHASE
Mail to: 1795 E LIPAN CIR FORT MOHAVE, AZ 86426
Phone: 9287704014

Owner: LEWIS CHASE
Address: 1795 E LIPAN CIR FORT MOHAVE, AZ 86426
Phone: 9287704014

TYPE OF IMPROVEMENT: 30LF SINGLE COURSE BLOCK WALL ADDITION WITH 16 X 20 SAIL CLOTH COVER

CONTRACTORS:

Contractor Type: OWNER-BUILDER License #: NA
Business Name:
Contractor Name:
Address: ,
Phone 1: Phone 2: Fax: Email:

ENVIRONMENTAL HEALTH DIVISION
Septic Permit #: SEWER

FLOOD CONTROL DIVISION
PFI #:
FUP #:

I UNDERSTAND THAT THE RECEIPT OF THIS APPLICATION BY MOHAVE COUNTY DEVELOPMENT SERVICES DOES NOT IMPLY APPROVAL, AND THAT THE PROPOSED IMPROVEMENT(S) WILL COMPLY WITH THE MOHAVE COUNTY ZONING ORDINANCE AND ALL APPLICABLE BUILDING CODES.

X Lewis Chase
Signature

9-3-15
Date

Expiration of the Building Permit shall comply with Section 106.4.4 of the Uniform Building Code: "Construction must begin within 180 days of the date of this permit. Substantial progress must be demonstrated every 180 days or this permit will EXPIRE and become NULL and VOID".

- Any structure built within 1 foot of the minimum setback is subject to a request by the building inspector for a survey. Two copies of the survey are to be turned into the building department; one copy is to be an original wet stamp by an Arizona registered Land Surveyor and the second may be a copy. If requested, the survey needs to be current.
- All structures are required to have a string line run for measurement.

REQUIRED CONDITIONS (if any)

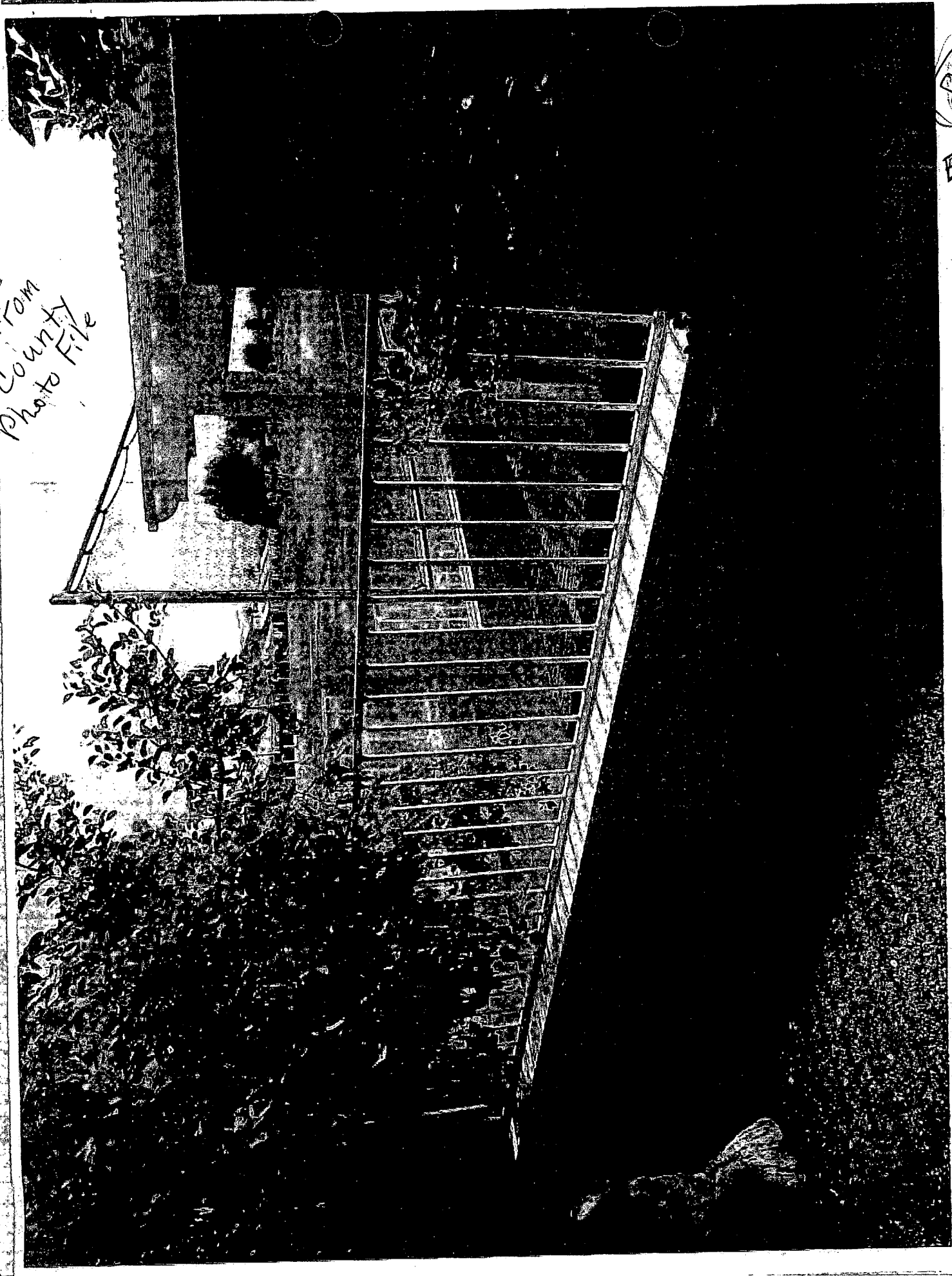
[Empty box for required conditions]

Exhibit 8b

2 Photos of Plaintiff's orig design for views - easterly and westerly

80
EAST

From
County
Photo File



Plaintiff's original side yard fence with steel rails

West 86

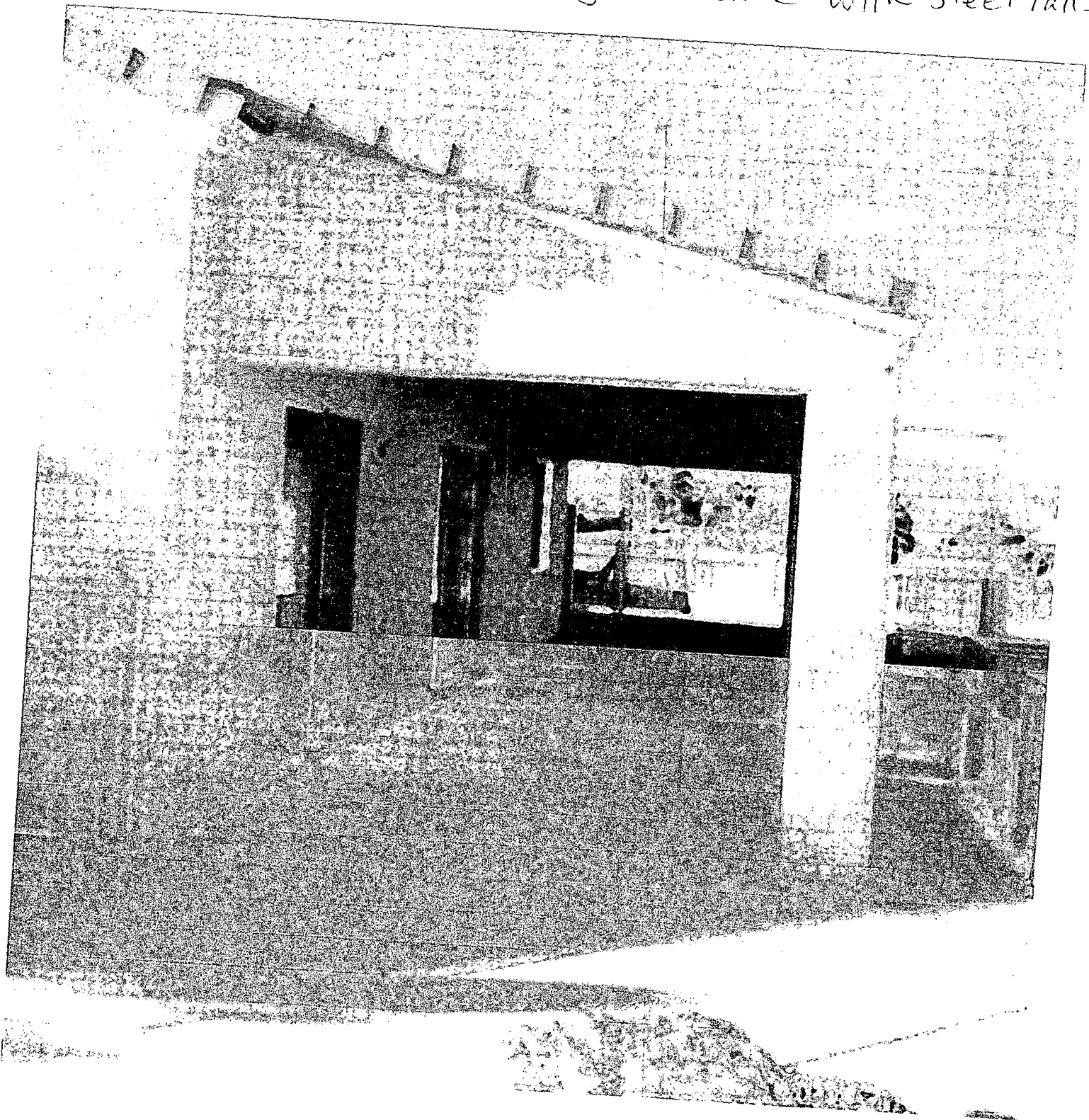
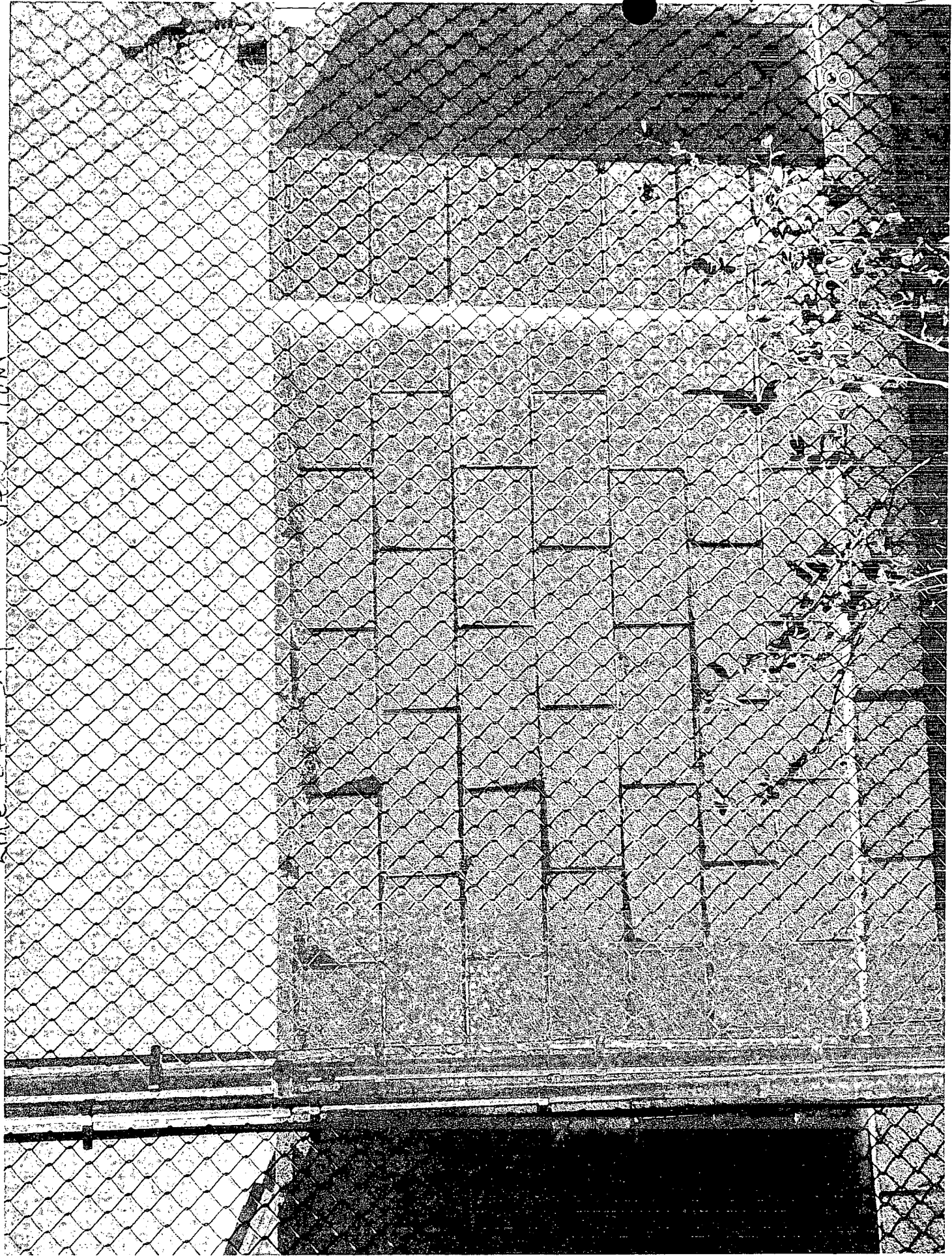


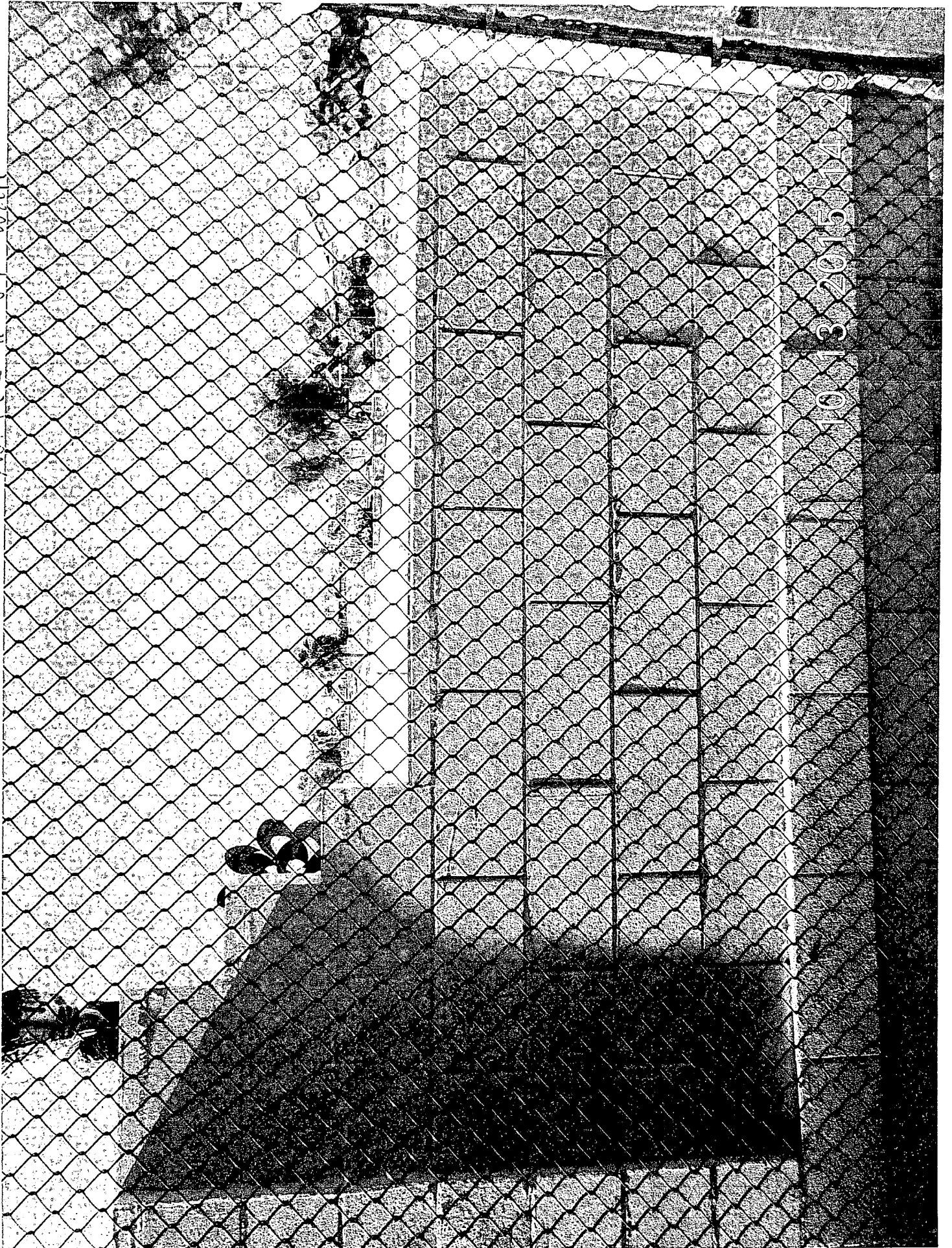
Exhibit 8c
3 photos of Chase modifications

Line of sight View From Photo

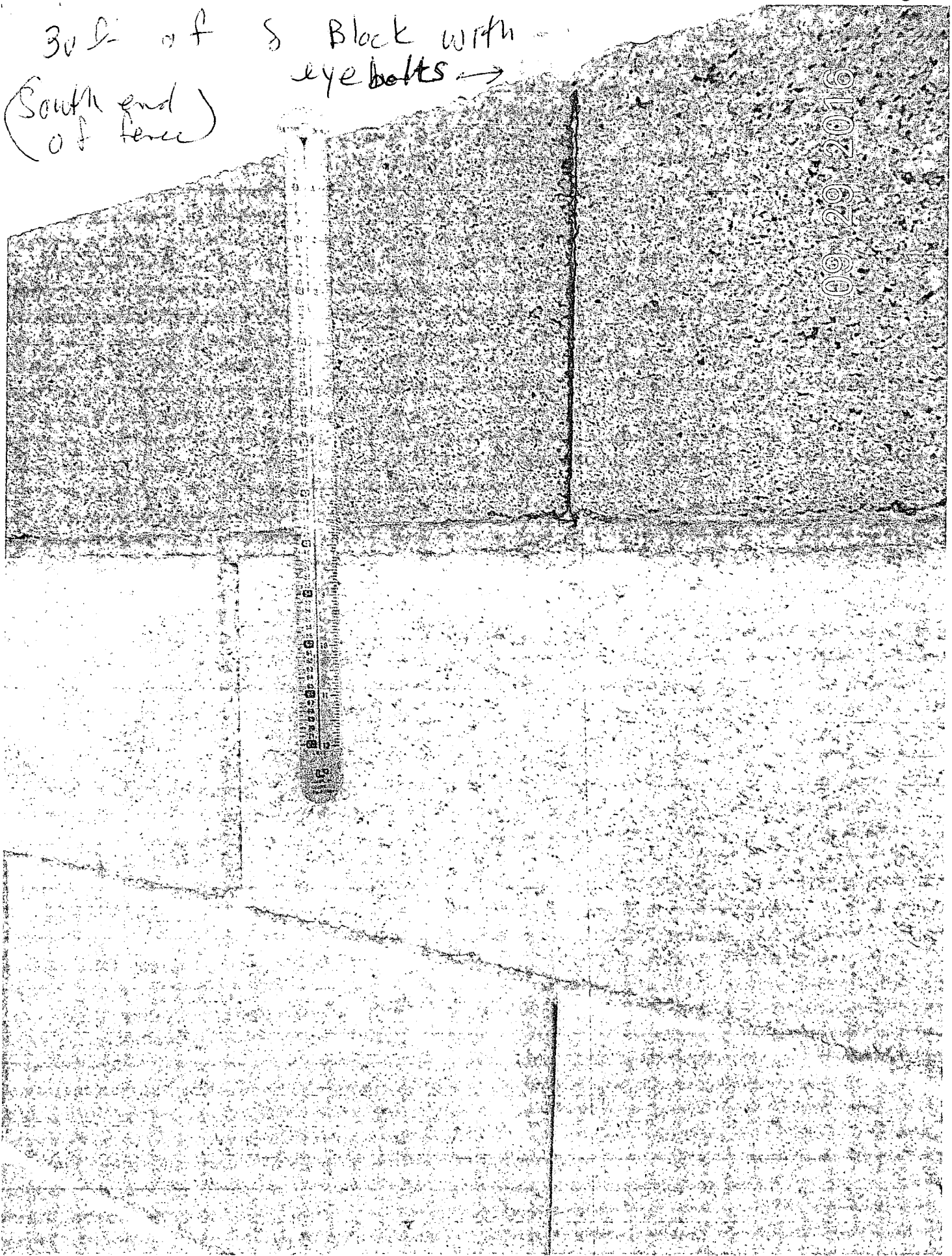


BC #2

North end of wall



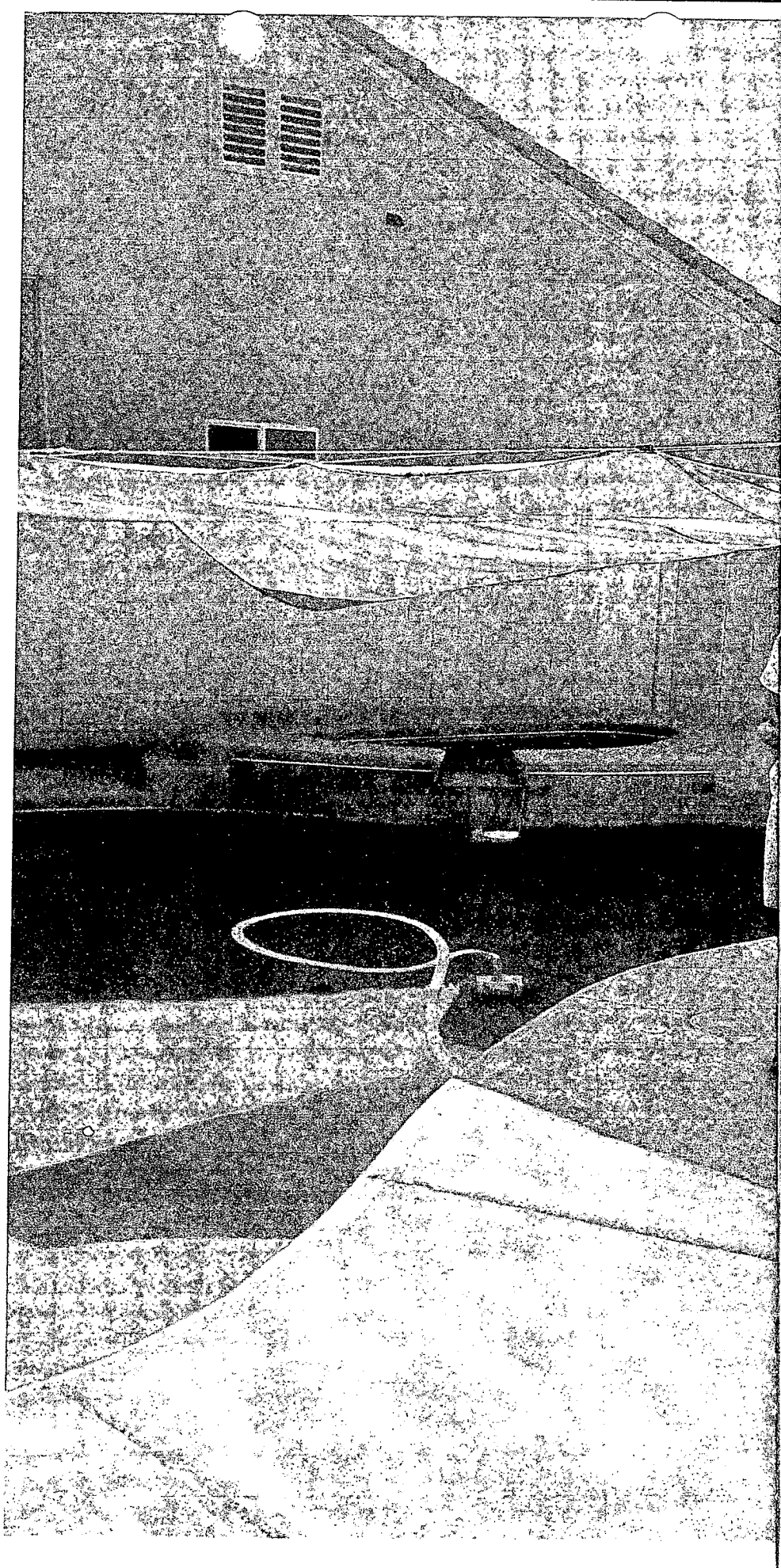
3rd of S Block with
(South end
of fence) eye bolts →



09 29 2016

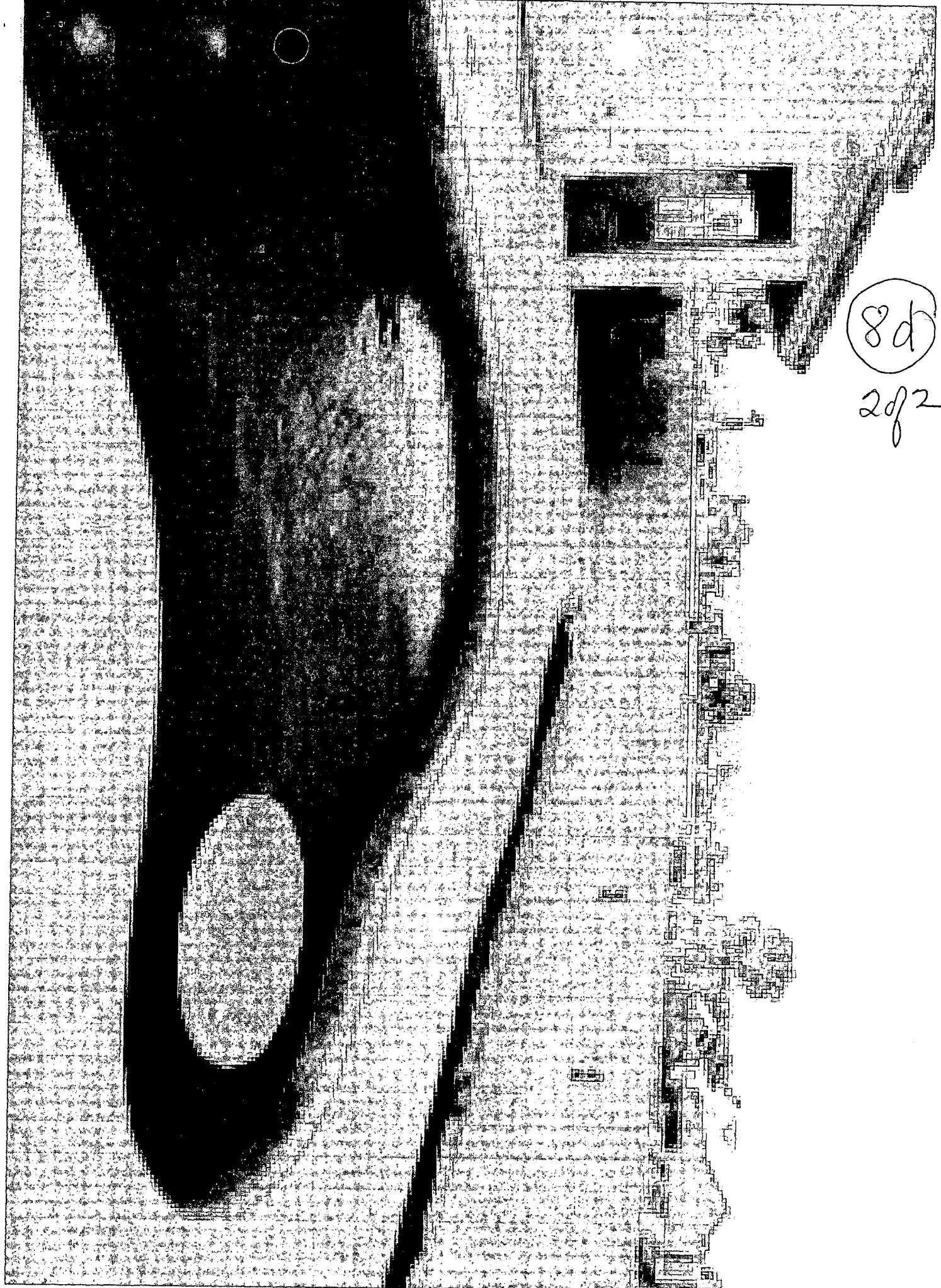
Exhibit 8d

Two Photos: Sail Cloth Cover over Chase pool and view of pool privacy



8d

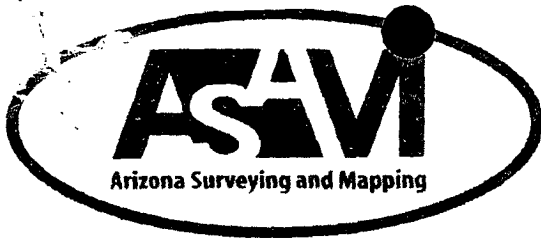
1/2



8d
202

WUEN

Exhibit 8e
Cost of Boundary Survey



P.O. Box 35455 • Phoenix, AZ 85069-5455
602-246-9919 • Fax: 602-246-9944
Email: info@asam1.com

ge

September 30, 2015

Attention: Nancy Knight (928) 768-1537
1803 E. Lipan Circle, Ft. Mohave, AZ 86426

RE: Survey Location: Mohave County APN 226-23-009A

Purpose: Facing The House: Left Side: Clarify wall location with respect to property line
Right Side: Stake property line needed for new fence

Arizona Surveying and Mapping (ASAM), is pleased to present this proposal for survey services on the above referenced properties. ASAM services will include the following:

Boundary Survey:

- Locate, set or perpetuate the overall deed line corners of the above referenced parcel
- Show existing left side wall on record of survey. Include both faces of wall and dimension to house
- Provide two stakes on right side property line (in addition to the property corners) to assist with locating new fence
- Provide two (2) Records of Survey with the signature and seal of the registered land surveyor

Total cost for the above outlined scope: \$1,400

ASAM estimates commencing work approximately **October 5, 2015** and will require 4-6 days for completion. This start date will be confirmed upon receipt of a signed work order and a 50% deposit. **All scheduling is based on availability at the time notice to proceed is given.**

This scope does not include extraordinary boundary conditions relative to disputes, adverse possession issues, hiatus or overlaps, encroachments, lack of proper monumentation, etc. If any of the above conditions are discovered ASAM and the client shall discuss further action and any additional costs at that time.

Payment in full is due immediately upon completion. No work will commence until contracts are signed and received by this office. The Client here under agrees to pay all attorneys' fees and other cost incurred by Arizona Surveying and Mapping in collecting any debt due, whether or not suit is instituted. Client agrees to limit ASAM's and its agents, representatives, subcontractors and sub consultants liability to client and all contractors and subcontractors on the project arising from negligent acts, errors or omissions by ASAM, such that the total aggregate liability to all those named shall not exceed \$25,000 or ASAM's total fee for services, whichever is greater.

We look forward to your positive response, and thank you for your consideration.

SINCERELY,

Frank Lange, CEO
Arizona Surveying and Mapping

5072 pd ch 307
Company LOC

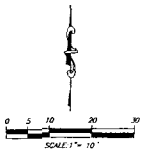
<i>Nancy Knight</i>	<i>9-30-2015</i>
Approved	Date

Exhibit 8f
Survey of side yard fence with setback shortfall

8f

RECORD OF SURVEY

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



LEGAL DESCRIPTION:

DESERT LAKE GOLF COURSE & ESTATES, UNIT
C, TRACT 4163, LOTS 1-663, COMBINED AS
RECORDED IN BOOK 226 OF MAPS, PAGE 23
IN THE OFFICE OF THE COUNTY RECORDER OF
MOHAVE COUNTY, ARIZONA.

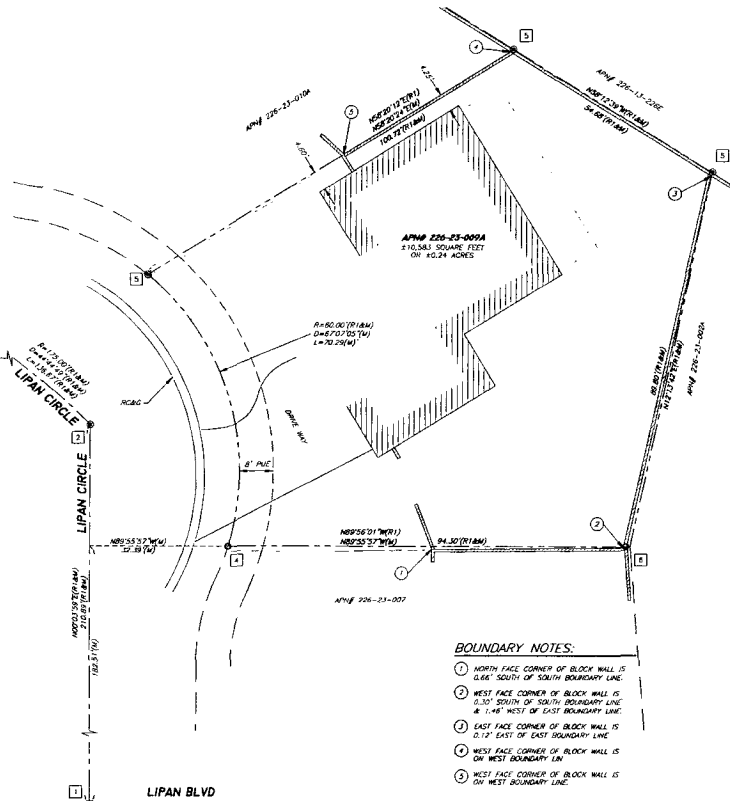
MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS
ACCEPTED UNLESS OTHERWISE NOTED

- 1 FOUND BRASS CAP FLUSH
- 2 FOUND COTTON PICKER SPINDLE
- 3 FOUND COTTON PICKER SPINDLE
- 4 SET 1/2" REBAR WITH CAP
PLS# 46643
- 5 FOUND 1/2" REBAR WITH CAP
PLS# 19308
- 6 SET 1/4" PILE WITH TAG 1.00' WEST OF
ACTUAL CORNER ON TOP OF WALL, HELD
AS WITNESS CORNER

LEGEND:

- BOUNDARY LINE
- - - MONUMENT LINE
- - - EASEMENT LINE
- - - ADDING PROPERTY
- - - PATIO OVERHANG
- BLOCK WALL
- SET 1/2" REBAR PLS #46643
UNLESS OTHERWISE NOTED
- ⊗ FOUND MONUMENT AS NOTED
- CALCULATED POINT NOTHING
FOUND AND NOTHING SET
- ⊗ WATER METER
- ⊗ ELECTRIC JUNCTION BOX
- (M) MEASURED DATA
- (R) RECORDED DATA
- MCR MOHAVE COUNTY RECORDS
- ROC ROLL CURB & GUTTER
- PUE PUBLIC UTILITY EASEMENT
- AN ASSASSON'S PARCEL NUMBER
- 1 MONUMENT NOTE
- 2 BOUNDARY NOTE



BOUNDARY NOTES:

- 1 NORTH FACE CORNER OF BLOCK WALL IS
0.66' SOUTH OF SOUTH BOUNDARY LINE.
- 2 WEST FACE CORNER OF BLOCK WALL IS
0.30' SOUTH OF SOUTH BOUNDARY LINE
& 1.94' WEST OF EAST BOUNDARY LINE.
- 3 EAST FACE CORNER OF BLOCK WALL IS
0.12' EAST OF EAST BOUNDARY LINE.
- 4 WEST FACE CORNER OF BLOCK WALL IS
ON WEST BOUNDARY LINE.
- 5 WEST FACE CORNER OF BLOCK WALL IS
ON WEST BOUNDARY LINE.

RECORD OWNER:

APN#
226-83-009A
PROPERTY ADDRESS
1803 E LIPAN DR
FORT MOHAVE, ARIZONA 86426
MAILING ADDRESS
1803 E LIPAN DR
FORT MOHAVE, ARIZONA 86426

REFERENCE DATA:

THIS SURVEY IS SUPPORTED BY THE
FOLLOWING RECORD INFORMATION:
(R1) DESERT LAKE GOLF COURSE &
ESTATES, UNIT C, TRACT 4163, AS
RECORDED IN BOOK 226 OF MAPS,
PAGE 23 IN THE OFFICE OF THE
COUNTY RECORDER OF MOHAVE COUNTY,
ARIZONA.

BASIS OF BEARING:

MONUMENTS BEING THE MONUMENT LINE OF
LIPAN CIRCLE, AS MEASURED BETWEEN
MONUMENTS NUMBERED 1 AND 2 SHOWN
HEREON AND DESCRIBED UNDER MONUMENT
NOTES. ALSO SHOWN ON THE DESERT LAKE
GOLF COURSE AND ESTATES, UNIT C, TRACT
4163, AS RECORDED IN BOOK 226, PAGE 23,
MAP.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. EVERY DOCUMENT OF RECORD REVIEWED AND COMPARED AS A PART OF
THIS SURVEY IS NOTED HEREON AND ABSTRACT OF TITLE, HIGH TITLE
COMMITMENT, AND RESULTS OF TITLE SEARCHES WERE FURNISHED TO THE
OWNER. THERE MAY BE OTHER DOCUMENTS OF RECORD WHICH WOULD
AFFECT THIS PARCEL. ENCUMBRANCE PROPERTY MAY BE SUBJECT TO EXISTING
EASEMENTS AND RIGHT-OF-WAYS.
3. THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED
ON REASONABLE FIELD LOCATED SURFACE FEATURES OF THESE UTILITIES AND
SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE.
NO EXCHANGING WERE MADE TO LOCATE BURIED UTILITIES DURING THE
PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS OBTAINED FROM THE MOHAVE
COUNTY ASSESSOR'S WEBSITE AND MAY BE INACCURATE ON OUT-OF-DATE.
5. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND
ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
6. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE
PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
7. THIS SURVEY SHOULD NOT BE CONSTRUED AS DEDICATING ANY EASEMENTS
OR RIGHTS OF WAY.

RECORDER'S CERTIFICATE

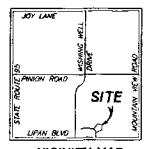
FILED AND RECORDED AT THE REQUEST OF _____
ON _____ 2015 RECORDS OF MOHAVE COUNTY, ARIZONA
BY _____ DEPUTY RECORDER _____ RECORDER
RECEPTION NO. _____

SURVEYOR'S STATEMENT:

I, LANCE C. DICKSON, BEING A LICENSED LAND SURVEYOR IN THE STATE OF
ARIZONA HEREOF STATE THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH
IT WAS BASED WAS MADE UNDER MY SUPERVISION AND IT IS CORRECT TO
THE BEST OF MY KNOWLEDGE AND THAT THE MONUMENTS SHOWN HEREON DO
EXIST AS INDICATED.

LANCE C. DICKSON PLS #46643 DATE _____

Lance C. Dickson
LANCE C. DICKSON
LAND SURVEYOR
NO. 46643



RECORD OF SURVEY

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

Arizona Surveying and Mapping
Absolute Confidence Since 1988
2411 WEST NORTHERN AVENUE, SUITE 110
PHOENIX, ARIZONA 85027
TEL (602) 246-9919 FAX (602) 246-9944
info@asm1.com

FIELDWORK BY: JMS
DRAWING BY: JMS
CHECKED BY: LCO
JOB # P15-175
DATE 10/09/15

SHEET NO. 1 OF 1

Exhibit 8g

3pg Attorney Moyer_LenkowskyBillingPaymentRecord

12/5/2019
10:36 AM

Law Office of Kenneth E. Moyer, P.L.L.C.
Slip Listing

89
103

Slip ID	Dates and Time	Posting Status	Description	Attorney Activity	Client Reference	Units DNB Time	Rate Rate Info	Slip Value
			K. Gregory, Review E-mail from N. Knight re: side wall standard; E-mail to N. Knight re: language re: side wall standard					
13414	6/7/2017			Kenneth E. Moyer		0.70	325.00	227.50
	Billed	G 14082	7/10/2017	Attorney Time		0.00	T@2	
			Review letter from D. Oehler re: settlement agreement; Review E-mail from N. Knight re: modifications to agreement; E-mail to D. Oehler & K. Gregory re: additional modifications; modify agreement per client's request; E-mail same to N. Knight; Review E-mail from N. Knight; E-mail agreement to D. Oehler & K. Gregory			0.00		
13493	6/22/2017			Kenneth E. Moyer		0.10	325.00	32.50
	Billed	G 14082	7/10/2017	Attorney Time		0.00	T@2	
			Review E-mail from N. Knight re: dismissal calendar; Review court order re: same; E-mail to N. Knight			0.00		
13508	6/27/2017			Kenneth E. Moyer		0.20	325.00	65.00
	Billed	G 14082	7/10/2017	Attorney Time		0.00	T@2	
			Review E-mail from K. Gregory re: status of settlement; E-mail to K. Gregory; Review letter from D. Oehler re: dismissal calendar			0.00		
Grand Total								
				Billable		42.20		14664.84
				Unbillable		0.00		0.00
				Total		42.20		14664.84

14664.84

89 2013

12/5/2019
10 38 AM

Law Office of Kenneth E. Moyer, P.L.L.C.
A/R Transaction Listing

ID	Date	Type	Invoice #	Client	Check Number	Total
8293	6/29/2017	PAY	G 14082	B KnightW&N/Chase	3191	(2000.00)
				Payment - Thank You Check No. 3191		
10124	12/12/2018	PAY	I 25479	B KnightW&N/Chase	3201	(420.50)
				Payment - Thank You Check No. 3201		

Grand Total
Payment

(10664.84)



LAW OFFICES OF LENKOWSKY & FONTENOT
 1181 Hancock Road
 Bullhead City, AZ 86442

Statement

[Redacted]

12/11/2019

[Redacted]

Nancy & William Knight
 1803 E. Lipan Circle
 Fort Mohave, AZ 86426

89

343

		DUE DATE	AMOUNT DUE		
		12/11/2019	\$12.00		
		AMOUNT	BALANCE		
09/30/2015	Balance forward		0.00		
10/15/2015	PMT	-5,000.00	-5,000.00		
11/23/2015	INV #40971.	142.50	-4,857.50		
12/22/2015	INV #41038.	142.50	-4,715.00		
02/26/2016	INV #41167.	919.50	-3,795.50		
03/22/2016	INV #41236.	702.00	-3,093.50		
04/25/2016	INV #41305.	782.50	-2,311.00		
05/19/2016	INV #41376.	114.00	-2,197.00		
06/24/2016	INV #41449.	741.00	-1,456.00		
07/26/2016	INV #41512.	1,083.00	-373.00		
08/24/2016	INV #41575.	142.50	-230.50		
09/21/2016	INV #41642.	85.50	-145.00		
09/30/2016	INV #41678.	57.00	-88.00		
09/30/2016	INV #41679.	100.00	12.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE (net 30 Days)
0.00	0.00	0.00	0.00	12.00	\$12.00

WE THANK YOU FOR YOUR BUSINESS.
 IF YOU HAVE QUESTIONS OR CONCERNS
 REGARDING YOUR STATEMENT, PLEASE
 CONTACT OUR OFFICE.

Exhibit 8h
Restoration Costs – 3 pgs

8h
1/3

PROPOSAL & CONTRACT

Redmond Construction LLC

7146 Calle Del Media
Mohave Valley, AZ 86440

Phone (928) 768-9518

Fax (928) 768-9059

AZ ROC#198045 • NV LIC#0075116

Date: 3/10/2017

Property Owner: Knight

Phone: 928-768-1537

Job #:

Job Address: 1803 Lipan Circle

City: Fort Mohave

Phase 1

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

Phase 2

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

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

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

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

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

Authorized Signature:

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

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

Payment will be made as outlined above.

Signature:

Date of Acceptance:

Change Order #1

8h
293

Redmond Construction LLC

5902 Highway 95 Unit 118
Fort Mohave, AZ 86426

Phone (928) 768-9518
Fax (928) 768-9059

AZ #198045 • NV #0075116 • CA #1003918

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

Original contract date: 3/10/2017

Changes/ additions to original contract:

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

Original Contract Sum was: \$2,660.67

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

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

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

Authorized Signature:

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

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

Payment will be made as outlined above.

Signature:

Date of Acceptance:

Payment Receipt

86
313

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

Received From:

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

Date Received 02/07/2018
Payment Method Check
Check/Ref. No. 3196

Payment Amount \$1,422.32

Invoices Paid

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

and
2 sections of
1795 Lipan Circle
Frontyard wall
restoration
for my clients

Exhibit 8i
T&M permit wall

2005 solid - Rail Wall Drawing

County Permits System

Project #

Pol-03746

PERM #

EXP Permit #

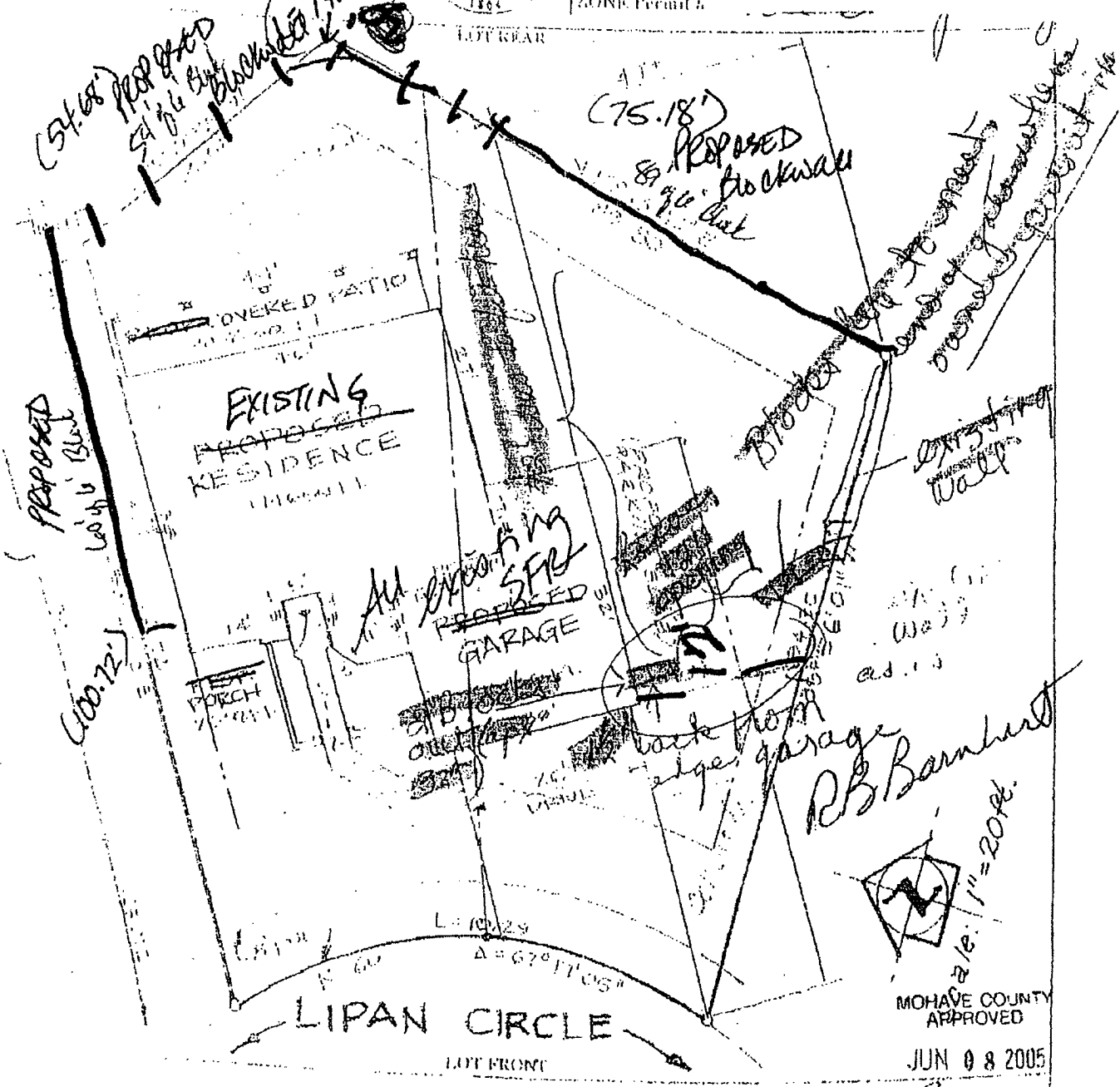
BUILD Permit #

ZONIC Permit #

BOS 01547B



ALL DIMENSIONS & SETBACKS
TO BE IN ACCORDANCE WITH THE
LOCAL ORDINANCES



MOHAVE COUNTY APPROVED

JUN 08 2005

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

Property Owner of Installer

Exhibit 9
Ball netting

Community Bugle

9

From: "Craig" <craig@redmond-az.com>
Date: Wednesday, October 14, 2015 7:12 AM
To: "Nancy Knight" <nancyknight@frontier.com>
Subject: RE: Demo bid

Yes. Sorry I wasn't more specific.

From: Nancy Knight [mailto:nancyknight@frontier.com]
Sent: Tuesday, October 13, 2015 3:52 PM
To: Craig <craig@redmond-az.com>
Subject: Re: Demo bid

Bill understood - it is the chain link so you can work.
Thank you

From: Craig
Sent: Tuesday, October 13, 2015 3:40 PM
To: 'Nancy Knight'
Subject: RE: Demo bid

It's for the ball netting.

From: Nancy Knight [mailto:nancyknight@frontier.com]
Sent: Tuesday, October 13, 2015 3:28 PM
To: Craig <craig@redmond-az.com>
Subject: Re: Demo bid

Thank you so much. We go to the courthouse tomorrow. Can you explain the one line item that reads detach and reset fence fabric
Nancy

From: Craig
Sent: Tuesday, October 13, 2015 2:30 PM
To: nancyknight@frontier.com
Subject: Demo bid

Attached is the bid for demo and cap on your north wall.

Exhibit 9a

McKee Applications - P&Z SD/R 20 5 20 (2 homes)

Doug McKee

1/2

9a

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

Mohave County Permit Application Worksheet Residential

Date 6/22/15

Project #

Permit PD-2015-881



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

1. Type of Improvement: Single Family Dwelling
2. Applicant's name: Grand Canyon Dev.
Mailing address: PO Box 11217
City: Ft. Mohave State: AZ Zip: 86427
2A. Contact Name: Doug PHONE: 928-444-7589
Fax Number: Email: tache66@gmail.com
3. Property Owners Name: Kirk/Carolyn Larson and Boulder Land Dev. LLC
Mailing Address: 1001 Providence Ln.
City: Boulder City State: NV Zip: 89005-4203
Fax Number: Email:
4. SITE LOCATION ADDRESS: 1934 E. Desert Dr.
House No Street Dir Street Name:
5. Legal Description:
Assessor Parcel Number: 2 2 6 - 1 3 - 1 8 8 Parent Parcel: [] Yes
Subdivision Name: Desert Lakes Golf Course and Estates Corner Lot: [] Yes
Unit/Tract/Block/Lot: -- 4076-B -- 1 -- 11
Township/Range/Section: 19N -- 22W -- 35
6. Plot Plan Drawing (see instructions on plot plan form) Cont 6000sf Acres

50% 3,000
Lot: 6,000
SFR 2,352

Public Works, Flood Control Division

7. Is there an existing structure? [] YES [X] NO
7A. Previous PFI#: Previous FUP#:

FLOOD \$

Environmental Health Division

8. Is this an existing system? [] YES [X] NO
8A. Is this a Conventional Septic? [] YES [] NO. Alternative System? [] YES [] NO
9. Septic Tank Size: Manufacturer:
10. Septic Contractor: License #:
Or Owner / Builder: [] YES [] NO
11. Water Source:

Number of bedrooms:

Number of fixture units:

Planning & Zoning Division

12. Zoning: SD/R Subdivs: 20 S 20
13. Mobile Home Information:
Make: Size: of beds: Year:
State #: HUD #:
Mobile Home Installer Name: VAWNT
License #: Address:
Phone:
14. Water Source: Utilities Inc.
15. Sanitation: [X] Sewer [] Septic |Septic Permit #:
16. Contractor Information (Names & License #'s)
- General Contractor: Grand Canyon Dev. License #: 103718
- Electrical Contractor: License #:
- Plumbing Contractor: License #:
- Mechanical Contractor: License #:
17. GRADING PERMIT: Material amount (cubic yards)?
18. Bond Exemption:

ZONING \$

BLDG \$

P/C \$

AUTOMATION FEE \$

OTHER \$

SUB-TOTAL \$


DEPOSIT TOTAL \$ (540.00)

BAL DUE \$

Note: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

2 of 2 (9a)

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

Mohave County Permit Application Worksheet Residential	Date <u>6/22/15</u>	
	Project # _____	
	Permit <u>RD-2015-580</u>	

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

1. Type of Improvement: <u>Single Family Dwelling</u> 2. Applicant's name: <u>Grand Canyon Dev.</u> Mailing address: <u>PO Box 11217</u> City: <u>Ft. Mohave</u> State: <u>AZ</u> Zip: <u>86427</u> 2A. Contact Name: <u>Doug</u> PHONE: <u>928-444-7589</u> Fax Number: _____ Email: <u>tache66@gmail.com</u> 3. Property Owners Name: <u>Kirk/Carolyn Larson and Curriwan Robert DMD</u> Mailing Address: <u>2042 E. Mountain View Loop.</u> City: <u>Ft. Mohave</u> State: <u>AZ</u> Zip: <u>86426</u> Fax Number: _____ Email: <u>currwest@hotmail.com</u> 4. SITE LOCATION ADDRESS: <u>1982</u> <u>E.</u> <u>Desert Dr.</u> House No Street Dir Street Name: 5. Legal Description: Assessor Parcel Number: <u>2 2 6 - 1 3 - 1 8 0</u> Parent Parcel: <input type="checkbox"/> Yes Subdivision Name: <u>Desert Lakes Golf Course and Estates</u> Corner Lot: <input type="checkbox"/> Yes Unit/Tract/Block/Lot: <u>-- 4076-B -- 1 -- 3</u> Township/Range/Section: <u>19N -- 22W -- 35</u> 6. Plot Plan Drawing (see instructions on plot plan form) Cont <u>6188</u> sf Acres <u>0.14</u>	<p>PLANS + PLOT Sd. FT. Dont. WITH</p> <p>50% = 3,093.96 Lot: 6,187.92 SDR 2,353.21</p>
---	---

Public Works, Flood Control Division 7. Is there an existing structure? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 7A. Previous PFI#: _____ Previous FUP#: _____	FLOODS _____
--	---------------------

Environmental Health Division 8. Is this an existing system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 8A. Is this a Conventional Septic? <input type="checkbox"/> YES <input type="checkbox"/> NO. Alternative System? <input type="checkbox"/> YES <input type="checkbox"/> NO 9. Septic Tank Size: _____ Manufacturer: _____ 10. Septic Contractor: _____ License #: _____ Or Owner / Builder: <input type="checkbox"/> YES <input type="checkbox"/> NO 11. Water Source: _____	Number of bedrooms: _____ Number of fixture units: _____
---	---

Planning & Zoning Division 12. Zoning: <u>SD/R SubBhd 20 5 20</u> 13. Mobile Home Information: Make: _____ Size: _____ of beds: _____ Year: _____ State #: _____ HUD #: _____ Mobile Home Installer Name: <u>VAGANT</u> License #: _____ Address: _____ Phone: _____ 14. Water Source: <u>Utilities Inc.</u> 15. Sanitation: <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Septic [Septic Permit #: _____] 16. Contractor Information (Names & License #'s) - General Contractor: <u>Grand Canyon Dev.</u> License #: <u>103718</u> - Electrical Contractor: _____ License #: _____ - Plumbing Contractor: _____ License #: _____ - Mechanical Contractor: _____ License #: _____ 17. GRADING PERMIT: Material amount (cubic yards)? _____ 18. Bond Exemption: _____	ZONING \$ _____ BLDG \$ _____ P/C \$ _____ AUTOMATION FEE \$ _____ OTHER \$ _____ SUB-TOTAL \$ _____ Deposit TOTAL \$ <u><540.00></u> BAL DUE \$ _____
--	--

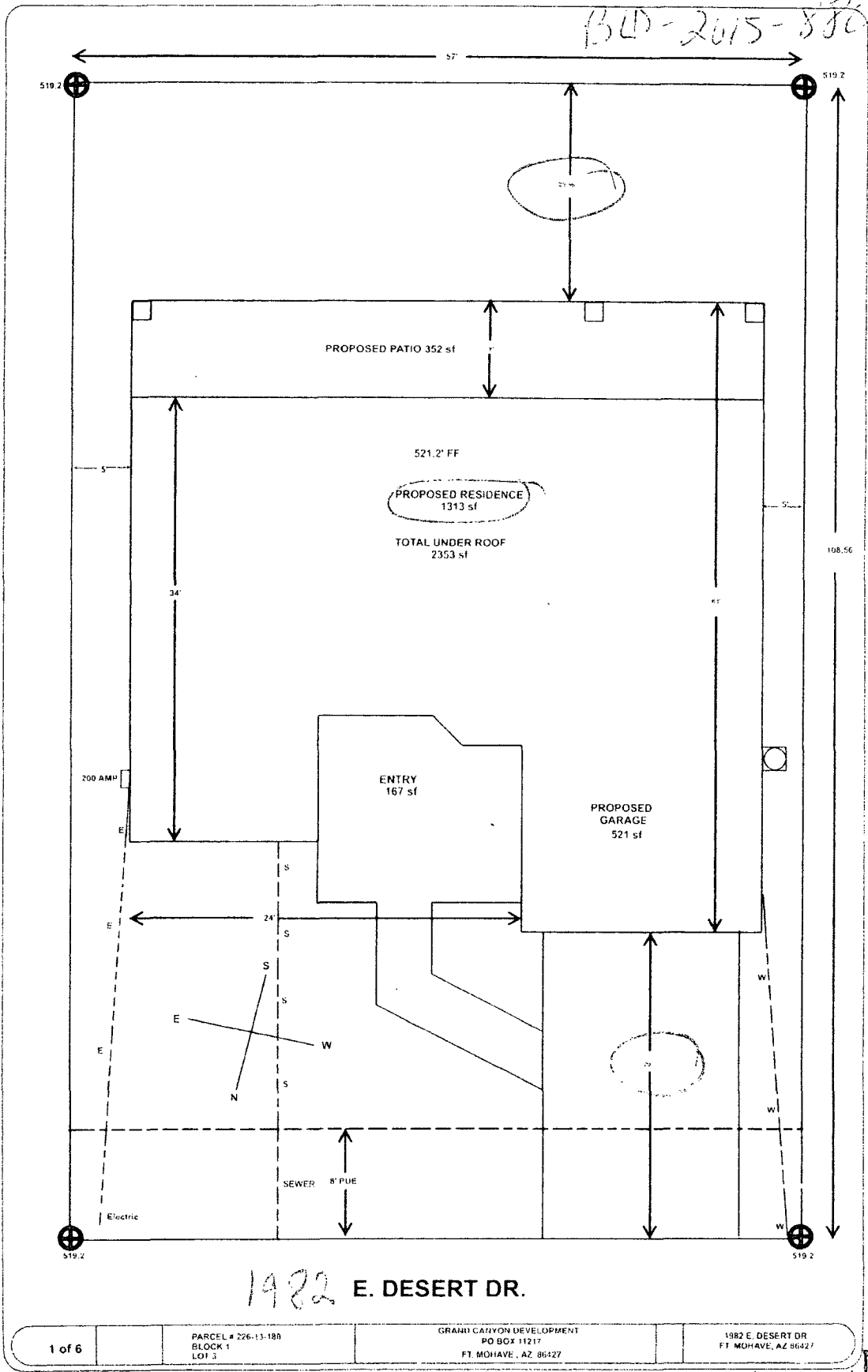
Note: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

Exhibit 9b

McKee's Plot Plans – 1934 and 1982 E. Desert Dr. -2pgs

BLD-2015-880

910
192



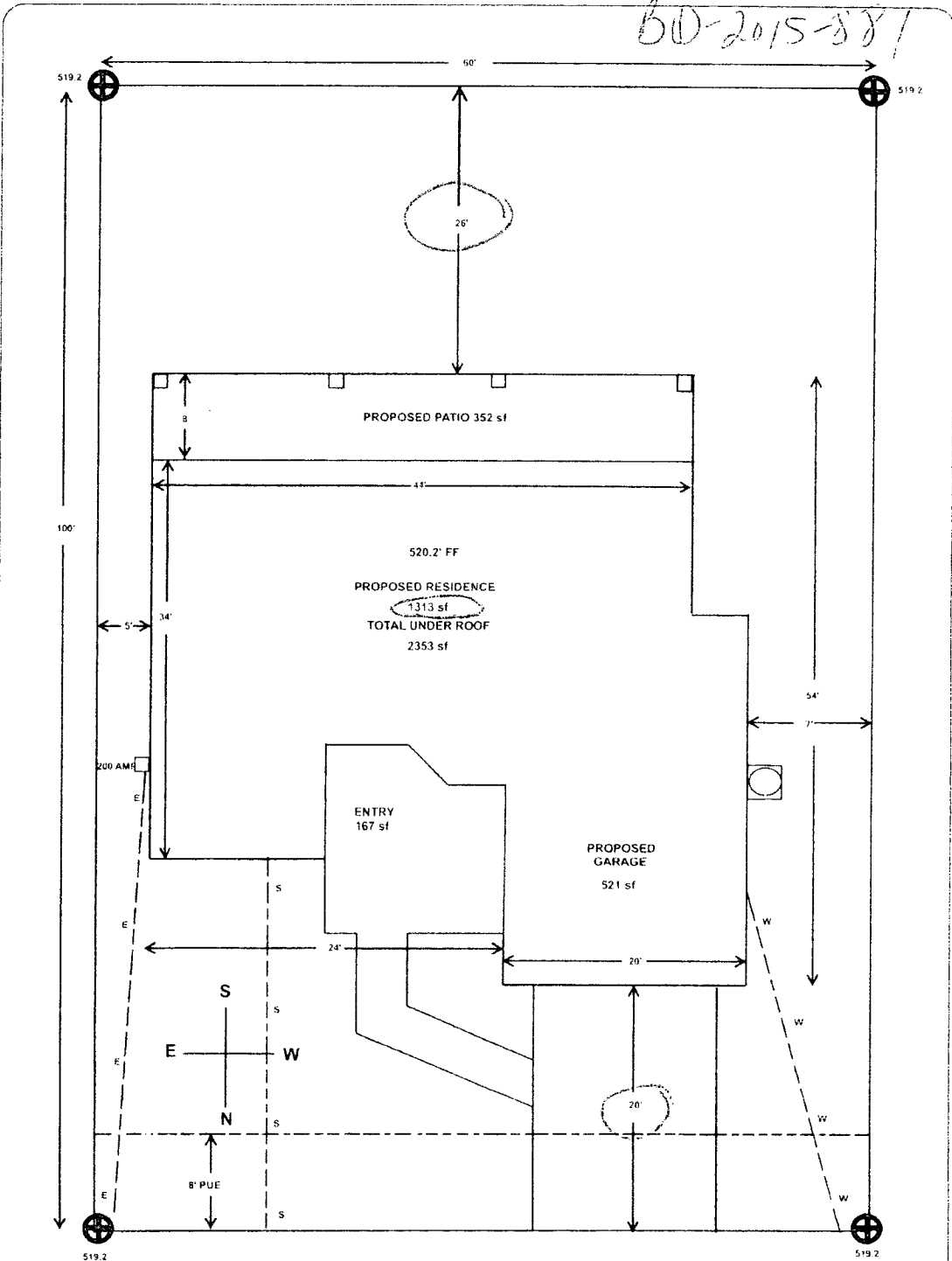
1922 E. DESERT DR.

1 of 6	PARCEL # 226-13-188 BLOCK 1 LOT 3	GRAND CANYON DEVELOPMENT PO BOX 11217 FT. MOHAVE, AZ 86427	1922 E. DESERT DR FT MOHAVE, AZ 86427
--------	---	--	--

Site address

BD-2015-881

96
292



site address

Exhibit 10

Email Regarding Settlement Conference

Nancy Personal Mail

From: "Nancy Personal Mail" <nancy@thebugle.com>
 Date: Saturday, September 29, 2018 4:51 AM ←
 To: <djolaw@frontiernet.net>
 Subject: Informal Settlement Conference Information - Knight vs Ludwig et al

10

Dear Mistrs Ludwig and Azarmi,

Real estate professionals have noticed that we have an ongoing deterioration of our community due to violations of our CC&Rs. As you are most likely aware, the lot on which the home you now have under construction on Lipan Blvd sold for a mere \$10,000. Far below the expected market value of \$30k - according to the listing agent for the lot.

As property owners yourselves, and in the interest of preserving the intended aesthetic characteristics of our Desert Lakes community, I am hoping you would be agreeable to joining with me for enforcement of our CC&Rs and in an amiable settlement to this case number CV 2018-04003.

Details of violations:

Let me begin with a possible remedy for your setback violations. The Tribal Council has land (parcels adjacent to our lots that are not buildable but could be utilized to increase our lot depths under a 500-600 square foot purchase at approximately \$1000 per sale. The golf course would benefit with resources that could be utilized to improve their golf course investment that is also deteriorating aesthetically. They are losing golfers due to the greens and no doubt the appearance of surrounding community. As a major developer and engineering firm with connections with Mohave County Development Services, you have the ability to get lot line adjustments at no cost and the resources to have your surveyors set boundary pegs at minimal cost on your lots and mine. We could propose that fencing design would be strictly five foot high non-climbable steel rail for those who take advantage of this extended lot offer from the Tribal Council. I have already sent a proposal to the Chairman of the Tribal Council for my request to purchase approx. 600 square feet; however, I do not know yet if they are considering my proposal. A second request by Fairway Constructors Inc. could move the Council's consideration forward. My rationale for the request goes beyond a partial minor setback violation by my builder. We can discuss this if you are willing to attempt to get approvals for increasing the depth of lots adjacent to the golf course from the Tribal Council that could include Mr. Robert's lot and relieve them of any future law suit from someone in their Tract.

On other matters of concern for the protection of your investment and mine in this community are wooden fences, RVs and Boats in driveways, and gate access to the golf course that is a detriment to the Tribal Council's business and a detriment of peace and privacy for property owners after the course closes in the evening.

With your HOA experience in enforcing violations within your subdivision of Fairway Estates in Desert Lakes Tract 4076-A, I am proposing your Corporation's joining with me for an Unincorporated Association for the strict purpose of enforcement in all Tracts. My mass mailed letter to Desert Lakes property owners some time ago resulted in volunteers to serve. It is my understanding that if a courtesy letter to remedy a violation is ignored and a law suit is filed, that the identity of all of the members of an unincorporated association is not required to be divulged therefore volunteers' identities are protected from retaliation by disgruntled neighbors. I can serve as secretary sending letters on your letterhead if you wish. One such sample letter content is available if you are inclined to help in this way.

Please drive the neighborhood and notice all of the wooden fences that are now popping up in the Tracts. This is a serious violation of our CC&Rs. I have witnessed many of these fences in your Tract 4076-A and in our Tract 4076-B. I do not drive all of the Tracts to know how extensive these violations are becoming but in my opinion they are a detriment to the beauty that was intended for Desert Lakes and as these fences deteriorate under weather conditions or sprinklers from the golf course, their appearance will only worsen.

Exposed Boats and RVs is also prevalent.

As far as your business signs go, a small extension stating "For Sale" would suffice at minimal cost to you. And under the law, For Sale, For Rent, and For Lease, could provide undeveloped lot owners with the ability to rent their lot for parking vehicles and if they choose to fence their lot with screening they could also rent the lot for RV or Boats to help out their neighbors. Most of these lot owners purchased the lots at a high price and may welcome the opportunity to pay for the taxes on their lots until the cold marketing climate improves here

These are just a few suggestions for an amiable settlement to this entire matter. Hopefully, you recognize that your investment here is also at risk if we do not attempt to enforce CC&R violations.

12/15/2019

Plaintiff's Response to Defendants' Statement of the Case

Exhibit 11

Oral Argument Transcript – Part 1 23pgs

11

23 pgs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MOHAVE

NANCY KNIGHT,)
)
) PLAINTIFF,) CASE No. CV-2018-04003
)
) and) ORAL ARGUMENT
)
) GLEN LUDWIG and PEARL LUDWIG,)
) Trustees of THE LUDWIG FAMILY)
) TRUST; FAIRWAY CONSTRUCTORS, INC.;)
) MEHDI AZARMI; JAMES B. ROBERTS and)
) DONNA M. ROBERTS, husband and wife;)
) JOHN DOES 1-10; JANE DOES 1-10;)
) ABC CORPORATIONS 1-10; and)
) XYZ PARTNERSHIPS 1-10.)
)

Before the Honorable Derek Carlisle, Judge

Monday, April 2, 2018

2:00 p.m.

Lake Havasu City, Arizona

REPORTER'S PARTIAL TRANSCRIPT OF PROCEEDINGS

Reported by: Dawn M. Duffey, Registered Professional
Reporter, Arizona Certified Court
Reporter No. 50039, California Certified
Court Reporter No. 10491, Nevada Certified
Court Reporter No. 722, Iowa Certified
Reporter No. 1357

1 APPEARANCES:

2

3 FOR THE PETITIONER:

4 Pro Per

5

6

7 FOR THE RESPONDENT:

8 Daniel Oehler, Esq.

9 DANIEL J. OEHLER LAW OFFICES

10 2001 Highway 95

11 Bullhead City, Arizona 86442

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LAKE HAVASU CITY, ARIZONA

MONDAY, APRIL 2, 2018

2:00 P.M.

* * * * *

(Whereupon, follows a partial transcript requested by the Plaintiff.)

THE COURT: This is CV-2018-4003. This is Nancy Knight, Plaintiff, versus Glen Ludwig, et al., Defendants. This is the time set for oral argument on the Defendant's Motion to Dismiss which the Court is treating as a Motion for Summary Judgment because there were attachments -- ultimately I think there were attachments for both sides.

And I understand that public documents I probably don't need to convert it to a Motion for Summary Judgment. I'm not convinced necessarily that all the documents would have been public documents. Anyway, so I'm treating it as a Motion for Summary Judgment.

Show for the record -- and are you Nancy Knight?

THE PLAINTIFF: Yes.

THE COURT: -- the presence of the Plaintiff, Nancy Knight, representing herself. Mr. Oehler is representing the Defendants.

And who do you have with you, Mr. Oehler?

MR. OEHLER: Your Honor, we have here today Jim and Donna Roberts, the homeowners of the home in question.

1 THE COURT: All right. Show for the record the
2 presence of two of the Defendants, Jim and Donna Roberts.

3 And this is the time set for the argument on the
4 Motion for Summary Judgment. I guess I didn't specifically say
5 it in the Order that went out. I generally give people ten
6 minutes per side to argue a case. That's basically how much
7 time we have on the local rules.

8 Because it's your Motion to Dismiss, I will let
9 you go first and last. So I don't know if you want me to give
10 you your full ten minutes at this point or just to let you know
11 when eight minutes have gone by or how you want to approach
12 that, Mr. Oehler.

13 MR. OEHLER: Thank you, Your Honor.

14 I think I'll probably just spend a minute or two
15 and the balance of the time for the reply --

16 THE COURT: All right.

17 MR. OEHLER: -- if that pleases the Court.

18 Your Honor, thank you very much. Again, we are
19 here representing all of the Defendants, including, of course,
20 the homeowners, Mr. and Mrs. Roberts.

21 Your Honor, the Roberts' home was constructed I
22 believe in 2016. They, I think, took occupancy in about the
23 middle of 2016. Their home clearly and unarguably is located
24 in what we call A Tract, Tract 4076-A.

25 The single issue that is before the Court today

1 is whether or not the Plaintiff has standing to bring this
2 litigation. I think it is unarguable and there is certainly
3 nothing before the Court that would indicate otherwise that
4 Ms. Knight and her husband own a property in a completely
5 different tract, a completely different subdivision than that
6 in which the Roberts and the other Defendants are involved.

7 We are not here today, Your Honor, or this
8 afternoon to discuss whether or not there are a multitude of
9 violations that create the declaration in question -- or
10 declarations in question to be voidable.

11 We are here exclusively to review and contest
12 whether or not Mrs. Knight living in a subdivision that was
13 created about 12 years or thereabouts, I believe it was after
14 the 4076-A Tract was -- was built, has standing to argue that
15 the Roberts' property has any impact whatsoever or that she has
16 any right to argue what is happening in a tract that was
17 created a multitude of years prior to the property and the
18 subdivision, the separate tract, separate subdivision, in which
19 Mrs. Knight and her husband live.

20 These are not properties that -- that adjoin one
21 another. I don't believe that Mrs. Knight can even see the
22 project that my clients reside in. Similarly, Your Honor,
23 we're not here to discuss or take exception to the fact that
24 the timing of Mrs. Knight's request to have my clients' house
25 dismantled or torn down is relevant, germane, or can be

1 enforced or would be enforced under Arizona law.

2 Again, issue being whether or not Mrs. Knight
3 has any appropriate and proper standing before this Court to
4 attempt to enforce the subdivision restrictions of a completely
5 separate subdivision from the one in which she resides.

6 THE COURT: All right. And do you have any
7 disagreement that the tract that she lives in which is now
8 numbered apparently 4163 was previously a part of 4076-B?
9 Not -- and I'm not saying A. I'm saying that it was previously
10 a part of 4076-B.

11 MR. OEHLER: It absolutely was, Your Honor. It
12 was a separate parcel -- a separate parcel in the B Tract. And
13 that particular parcel in the B Tract, when the Court as I'm
14 sure it already has reviews the CC&Rs for the B Tract will find
15 that there are no setback requirements of any type whatsoever
16 referring to the parcel that ultimately was sold, I think,
17 either to two or three times prior to the final purchaser who
18 developed T & M Ranching I believe it was, that developed the
19 parcel in 2002 or 2004, whatever it was.

20 My point there being, Your Honor, there have
21 never been -- there has never been in any subdivision with
22 which we're dealing, any front or side setback requirements for
23 the -- for the property in which Mrs. Knight now resides, a
24 different contractor, a different developer, a project that has
25 no CC&Rs whatsoever.

1 In other words, T & M when they resubdivided
2 this parcel that was originally in the B Tract did not record
3 any Codes, Covenants, or Restrictions. You know, Your Honor,
4 and I apologize for taking this much time at the opening, but,
5 you know, if in fact the Court is concerned with the fact that
6 Mrs. Knight resides in a tract on a parcel of ground that was
7 involved in the B Tract, not the A Tract, but the B Tract, I
8 would point out, Your Honor, that perhaps what the Court needs
9 to do upon application being delivered to the Court is wipe out
10 all of the single-family residences in the tract that
11 Mrs. Knight currently resides in, because the B Tract, of
12 course, Your Honor, no restrictions whatsoever as far as side
13 or front setbacks for this parcel, but what it did say is that
14 it was reserved for multi-family residential. Mrs. Knight does
15 not live in a multi-family residential tract, rather it was
16 resubdivided by a different owner, by a different developer.

17 So, you know, if you want to take Mrs. Knight's
18 argument to this Court into heart, then, in fact, the entire
19 tract in which she resides is a violation of the CC&Rs. And,
20 of course, I suppose according to the Knight theory, her house
21 and all her neighbors, just like my clients' house, needs to be
22 torn down because it's not a multi-family residential property.
23 Indeed, Your Honor, that argument is just fallacious.

24 We're dealing with an original B Tract property
25 that was sold in bulk and resubdivided. Even if you want to

1 utilize the B Tract CC&Rs, Your Honor, even if the Court
2 chooses to do that, use the front and side setbacks that are
3 set forth in the B Tract for this particular parcel and you'll
4 find there is no restriction whatsoever.

5 My point being, Your Honor, that -- that these
6 are separate projects developed by separate developers at
7 separate times, and every one of the Desert Lakes tracts have
8 their own Codes, Covenants, and Restrictions, every one of
9 them.

10 And the law that I cited to the Court in my
11 reply memorandum from multiple jurisdictions generally
12 utilizing the restatement third clearly indicate that unless
13 they're -- unless one can prove that there is a common scheme
14 by common developers, then the person in Ms. Knight's position
15 does not have standing to argue what the neighboring
16 subdivision can or cannot do.

17 To enforce, which is the case here,
18 Mrs. Knight's effort to force down a separate tract developed
19 by a different developer at a different point in time with its
20 own CC&Rs, those are the litmus tests that are used. And in
21 each instance, Your Honor, we have a separate developer, a
22 separate tract, separately identified even though it came out
23 of one property, each of which has its own separately recorded
24 Codes, Covenants, and Restrictions. Those are the tests that
25 are used, and those tests fail when they are imposed or

1 attempted to be imposed by Mrs. Knight.

2 Thank you.

3 THE COURT: All right. And you ended up using
4 most of your time. You only have about a minute left, so --

5 MR. OEHLER: Thank you, Judge.

6 THE COURT: All right. Ms. Knight, you get to
7 use all your time at once, so --

8 THE PLAINTIFF: And I'd like to say I hate to
9 feel railroaded, but I -- I brought -- I did a lot of research.
10 Thank you for this chance for oral arguments, and, however, the
11 time is so limited.

12 I did a lot of research to get more documents
13 available for you to look at. The original developer, I got
14 his original A.D.R.E. reports, and I got more -- I got -- I
15 ordered from the recorder more of the CC&Rs for all the tracts,
16 so we've got all -- there are six tracts and seven -- no, seven
17 tracts and six versions of the CC&Rs, but it's a main
18 boilerplate for all of them with just a little bit of specifics
19 for -- within a tract if they had flooding issues or drainage
20 issues, whoever would purchase those particular lots had to be
21 informed of that.

22 Anyway, I put together -- I've got this whole
23 packet of exhibits for you, and my oral arguments, and my list
24 of exhibits. I didn't know how to file it with the Court, but
25 I have this available for you to look at, and I'll try to get

1 through my oral arguments.

2 There is something in the CC&Rs on the last page
3 of every one of them, the grammatical change argument. And, by
4 the way, this is a single 300-acre development, Desert Lakes
5 Golf Course and Estates, AKA is written in many of the
6 documents that -- and the county calls it the Desert Lakes
7 Subdivision. Everybody calls it the subdivision. We didn't
8 purchase something in a tract to be isolated from the whole
9 project.

10 We -- and the golf course -- the original
11 4076-A had a golf course, a clubhouse, and sewage treatment
12 plant all included in that original tract. That -- and we were
13 all connected to that same -- all those lots were connected to
14 that same sewer. That makes it one uniform development.

15 And we should be looking at it -- the last page,
16 and I want to get to it because I might run out of time, the
17 grammatical change argument. In all the recorded CC&Rs,
18 declarations, whether cited in provision 21 or 22 -- because
19 one of the documents had an extra paragraph that had to be
20 included.

21 So it states "the singular wherever used herein
22 shall be construed to mean the plural when applicable and" --
23 this is important -- "the necessary grammatical changes
24 required to make the provisions hereof apply either to
25 corporations or individuals, men or women, shall in all cases

1 be assumed as though in each case fully expressed."

2 That was the portion of the -- to prevent what
3 happened for whoever that was that -- the 1961 case that he
4 cited where that poor woman is sitting with a -- she -- she
5 assumed everyone's got a five-foot setback and the Court said,
6 no, you're in two different tracts within this one subdivision,
7 that case that he brought up, this part of our CC&Rs prevents
8 that from happening to us.

9 In all cases -- you shall in all cases assume
10 that it's fully expressed that this -- this whole subdivision,
11 the Desert Lakes Golf Course and Estates Subdivision, comes
12 under these CC&Rs. And I brought case law that I was gonna if
13 I had if time to read it all to you. And with limited time, I
14 can't go through my whole thing, but let me -- let me find my
15 case law.

16 And, by the way, an interest of a higher
17 authority had me advise this case. It's not just me. This is
18 not self-serving motive at all. The Attorney General's Office
19 was interested in it. They advanced it to their special
20 investigations section, and that -- it even went to the F.B.I.
21 So -- and I've got -- I brought some emails, this packet if you
22 wanted to have a look at it maybe when there's time just to
23 prove that I'm not lying. So the -- I'm looking for the law.

24 Oh, the master planned community, he argued
25 that. He brought up some -- some law about planned community.

1 No, we are not a planned community. We are a master planned
2 community, and it wasn't just T & M that called it that.
3 Mr. Angelo Rinauldi (phonetic) who is a main player in this
4 whole development, he was -- he was there from the start, he
5 was appointed to the architectural control committee, he was --
6 he's cited in every one of our CC&Rs, and he even purchased a
7 small section of another subdivision, Mohave Mesa Acres, and
8 adjoined a few lots into the Golf Course and Estates. And in
9 his A.D.R.E. reports he says it's a master planned community.
10 So I just want to make that clear.

11 Because some of the law that I was going to --
12 if I can find it quickly, law argument. Okay.
13 *Leonard* (phonetic) -- *Leonard* (phonetic) v. *Jet Homes*, it is
14 cited, where restrictive covenants are imposed upon an area
15 included within a single subdivision or plan of development,
16 and that's what we've got, a single plan of development,
17 300 acres with a golf course in the middle, a clubhouse, and a
18 sewer treatment plant -- the restrictions are characterized as
19 real rights running with the land and not merely rights
20 personal to the vendor. They inure to the benefit and are
21 consequently enforceable by all other grantees of property in
22 the subdivision in which come under the same plan of
23 development. Every one of our homes are under the same plan of
24 development. So that was cited in that part that he didn't
25 cite for you in his arguments.

1 Determining what constitutes a general plan of
2 development creating these reciprocal rights and what area is
3 included therein, certain standards are applied among which
4 are that an intent on the part of the original grantor -- which
5 is that original developer, and you will see he's called --
6 he's called a developer in his A.D.R.E. reports -- to establish
7 such a plan must be found from either his language or
8 conduct -- you can see from the CC&Rs one boilerplate was used
9 for the whole thing -- and the area covered by the scheme must
10 be described so as to clearly be ascertainable.

11 So my comment in here, the area covered by the
12 scheme is the entire area surrounding the developer's golf
13 course. It's easily ascertainable that AKA Desert Lakes Golf
14 Course and Estates, had an established plan, especially
15 considering it even had its own sewage plant. There was not a
16 separate and distinct plan for each of the tracts.

17 The master plan is a single plan of development
18 that was designed by the subdivider of lots and parcels in the
19 various tracts and who was the original developer, which -- and
20 it's Desert Lakes Development, L.P., Limited Partnership. The
21 remedy of one grantee to -- this is another part of law -- one
22 grantee to prevent a violation of or to enforce compliance with
23 the restrictions by another is by injunction.

24 And I'm saying the Defendants have thumbed their
25 noses -- Medhi isn't here, especially Medhi -- thumbed their

1 noses at their contract and at the rights of every property
2 owner coming under the same plan of development within Desert
3 Lakes Golf Course and Estates Subdivision, enforcement of the
4 restrictions and remedies by injunction is essential to
5 justice.

6 As was said in *Murphy v. Marino* -- I'll give you
7 the scripts so you can see one section of the law -- in order
8 to create a binding covenant running with the land in a
9 subdivision which is enforceable by any purchaser of a property
10 therein, there should be a uniform plan of restriction
11 applicable to the subdivision as a whole or to a particular
12 part known to each purchaser and thereby by reference or by
13 implication forming a part of his contract with the subdivider.

14 The uniform plan of restriction -- restrictions
15 which are pertinent parts of this matter at hand and are
16 applicable to the Desert Lake Golf and Estates master planned
17 subdivision as a whole is for the 20-foot regular setbacks and
18 no signage on unimproved lots.

19 These and many other uniform plans of
20 restrictions are applicable to the Desert Lakes Subdivision as
21 a whole, such as the life of the document and perpetuity,
22 invalidations by a Court Order, consequences for violations or
23 attempted or threatened violations -- which is another thing
24 that Medhi did -- conflicts with zoning ordinances, and the
25 very important last provision which I stated before, the

1 necessary grammatical change were all specified uniformly
2 throughout the five tract versions of the CC&Rs and therefore
3 applied to the entire Desert Lakes master planned subdivision
4 as a whole.

5 I don't know if I -- I can't get through all of
6 my pages because I know it took me an hour and a half to read
7 it to my husband and you only gave us 30 minutes.

8 We couldn't have a continuance, could we maybe?

9 THE COURT: (Shakes head.)

10 THE PLAINTIFF: No. Okay. So let's see. Where
11 these principals must be applied to determine one's right to
12 enforce a covenant it becomes --

13 THE COURT REPORTER: You are going to have to
14 slow down. I know you are limited on time, but I can't keep
15 up. I apologize.

16 THE PLAINTIFF: I can give you the script, you
17 know, I've got it.

18 THE COURT REPORTER: If you could just try
19 again, please.

20 THE PLAINTIFF: From the law of property where a
21 tract of land is subdivided into lots and burdened with
22 restrictive covenants, real rights are created running with the
23 land in favor of each and all of the grantees.

24 The basis of the creation of this right is the
25 mutuality of burden and the mutuality of benefit as between the

1 grantees arising out of the imposition of such restrictions on
2 the land itself. This mutuality of burden and benefit
3 constitutes reciprocal promises between the grantees each
4 supported by that of the other. The --

5 THE COURT: All right. Sorry to interrupt,
6 Ms. Knight. You've used up your time. And I know that
7 Mr. Oehler used more of his time than he anticipated. I do
8 have another hearing. I can probably give you each another
9 five minutes if you want.

10 Mr. Oehler, do you have any objection to that?

11 MR. OEHLER: No, Your Honor.

12 THE COURT: All right. I'll give you five more
13 minutes so -- but I'm not gonna go beyond the five minutes.

14 THE PLAINTIFF: Just one question.

15 May I give you the evidence and the script
16 maybe?

17 THE COURT: Generally, even on a Motion to
18 Dismiss --

19 THE PLAINTIFF: A Summary Judgment where we
20 could, you know, written, but you said it was oral, so I
21 prepared this. I did all that research.

22 THE COURT: Generally on a Motion to Dismiss I
23 wouldn't consider any evidence. On a Motion for Summary
24 Judgment I would consider the evidence that's submitted with
25 the pleadings. So either way, even if I granted oral argument,

1 I'm not generally going to consider additional evidence. So if
2 you -- so, no, I guess would be the short answer.

3 THE PLAINTIFF: I guess you get a minute.

4 THE COURT: You've got five more minutes, so --

5 THE PLAINTIFF: I have five more?

6 THE COURT: Yeah.

7 THE PLAINTIFF: Oh. Okay. And thus far the
8 Defendant's motion has avoided the critical --

9 THE COURT REPORTER: I'm not gonna be able to do
10 it, five minutes or not.

11 THE COURT: Ms. Knight --

12 THE PLAINTIFF: I know. I can't speak slow and
13 try to get it all in.

14 THE COURT: Well, then you need to figure out
15 what's the most important things for you to say because --

16 THE PLAINTIFF: Okay. The government even
17 joindered, in the legal language, 762 of the property owners'
18 lots for -- in the Desert -- what they call the Desert Lakes
19 Subdivision by a proposed B.O.S. resolutions 2016-125 and
20 2016-126.

21 So even the government took out the whole Desert
22 Lakes Golf Course Estates Community, we're gonna do a B.O.S.
23 resolution, and adjoined all of our lots into one what they
24 call the Desert Lakes Subdivision and sent out mailing notices.
25 I brought -- I brought in all the notices that came to my

1 house. I'm part of -- I'm part of the tract, the Desert Lakes
2 Golf Course and Estates.

3 And I had to argue to get them to deny that
4 B.O.S. resolution that was gonna change the setbacks in the
5 entire subdivision when most of our lots are already built, and
6 it was gonna take the views away from other people which is
7 what happened when Mehdi did this with their home and, you
8 know -- I'm sorry this happened to you, and I'm not asking to
9 tear down the whole house. And there -- there were some --
10 there were some options that could happen in mediation that,
11 you know, for how they might remedy their problem. They've got
12 a problem.

13 And if we had to appeal, if I find -- you want
14 me to bring in other Plaintiffs that live in 4076-A, you know,
15 this could -- this could go on forever, and I don't know. My
16 time is almost up. I leave you the floor.

17 THE COURT: All right. You still have three
18 minutes left if you have anything else you want to say.

19 THE PLAINTIFF: Oh, there's lots, but -- so if
20 you're not gonna take any more evidence, I mean, the master
21 planned subdivision I was gonna show you Rinauldi's (phonetic)
22 statement on that. You already know the -- the road
23 department, the planning commission, Glen Ludwig's own
24 statement that it's a master -- it's a subdivision -- Desert
25 Lakes Golf Course and Estates is a subdivision, and that's part

1 of your evidence packet, which, by the way, I asked your clerk,
2 Mary King, she's not in here, if you had gotten my Plaintiff's
3 objections to his evidence offered in reply or something and
4 she said, yes, it was on your desk.

5 And when you -- when the notice came out for
6 this hearing today, this oral arguments, it wasn't among the
7 filed documents that you -- so I'm hoping you have this packet
8 as well and the evidence that I did submit. It was filed.

9 THE COURT: I've considered that.

10 THE PLAINTIFF: Okay. Very good. So you've got
11 a lot of that. So you've got my title insurance policy that
12 shows that I -- I have CC&Rs. They want to argue I have no
13 CC&Rs and I have no setback restrictions, that's not true. We
14 all -- we all -- every -- every lot has 20-foot front and rear
15 setbacks, and that's where, you know, some people want to take
16 advantage of other people and break the rules.

17 I think I can't -- I can't -- I can't give
18 you -- I've got too much here to try to figure out which is
19 most important.

20 THE COURT: All right. Thank you, Ms. Knight.

21 Mr. Oehler, any final argument?

22 MR. OEHLER: Briefly, Your Honor.

23 I don't think anyone is saying that there are no
24 front or side setback requirements. The issue is whether they
25 are derivative of the Codes, Covenants, and Restrictions, not

1 whether they are derivative of Mohave County setback
2 requirements. Of course, Mohave County adjusted the setback
3 requirements on the Roberts' home. It went through the hearing
4 process and the setbacks were changed to specifically provide
5 authority for the Roberts' home as it was built.

6 So the argument, Your Honor, is not whether
7 there are no setback requirements. The Roberts built their
8 home in accordance with the county law. The county grantor
9 granted amendment to the then existing county requirement --
10 minimum requirements.

11 The issue is, Your Honor, whether or not the
12 declaration in question can be enforced by this Plaintiff.
13 Your Honor, Mrs. Knight is exactly correct, Desert Lakes Tract
14 4076-A is a subdivision as is the B Tract, the C Tract, the
15 D Tract, the tract in which Mrs. Knight resides.

16 The problem, Your Honor, is that each one of
17 those subdivisions are a separate subdivision in and of itself
18 and that is precisely why each of them with the exception of
19 the youngest, the one in which Mrs. Knight resides, has their
20 own separate Codes, Covenants, and Restrictions. Every one of
21 them do, Your Honor. And I believe there were three or four
22 separate owners, separate developers. There is no master set
23 of CC&Rs.

24 Laughlin Ranch, for instance, and many other
25 major subdivisions have an umbrella set of CC&Rs, and then they

1 have separate within that master set. That did not occur here.
2 We're dealing with independent, independently owned, and
3 independently developed subdivisions.

4 Mrs. Knight does not live in the A Tract.
5 The -- she does not live in the B Tract. She has no standing
6 to bring this litigation against my clients. Your Honor, the
7 argument that there is one sewer system is, again, simply a red
8 herring.

9 You know, I would suggest to the Court that
10 there is one sewer system in the city of Lake Havasu. At the
11 present time there is one sewer system in the city of Bullhead
12 City. The fact that there is a single sewer system, even one
13 that is privately developed, such as two that my own company
14 has developed over the years, because they serve XYZ Tract and
15 FGH Tract is irrelevant. It does not bring those subdivisions
16 into a master umbrella set of CC&Rs and none was created.

17 The law, Your Honor, that we have presented is
18 in accordance with the restatement second -- or third, excuse
19 me, of property and servitudes, and the Court decisions, even
20 though they are not in general from the state of Arizona, all
21 clearly specify what it takes for a Plaintiff to bring
22 litigation such as that brought by Mrs. Knight, and it gives
23 this Court the litmus test of if these elements are present,
24 separate CC&Rs, separate developers, separate subdivisions
25 developed in separate periods of time, in this case over a

1 12- or 13-year period of time, these were all indications that
2 they are dealt with and to be dealt with separately.

3 And somebody that lives in Subdivision A cannot
4 bring an action to enforce Subdivision A's CC&Rs if they live
5 in Subdivision X, and that's precisely what is before the Court
6 and the only law that has been presented to this Court in
7 regard to the issues before you today.

8 Thank you, Your Honor.

9 (The proceedings were concluded at 2:49 p.m.)

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CERTIFICATE OF REPORTER

I, Dawn M. Duffey, Official Reporter in the Superior Court of the State of Arizona, in and for the County of Mohave, do hereby certify that I made a shorthand record of the proceedings had at the foregoing entitled cause at the time and place hereinbefore stated;

That said record is full, true, and accurate;

That the same was thereafter transcribed under my direction; and

That the foregoing (22) typewritten pages constitute a full, true, and accurate transcript of said record, all to the best of my knowledge and ability.

Dated at Lake Havasu City, Arizona, this 3rd day of April 2019.

Dawn M. Duffey, Registered Professional Reporter, Arizona Certified Reporter No. 50039, California Certified Reporter No. 10491, Nevada Certified Reporter No. 722 Iowa Certified Reporter No. 1357

Exhibit 12

Email_ParcelVV_Robert Taylor_RFPI_Dec2019 2pgs

nancyknight

From: "nancyknight" <nancyknight@frontier.com>
Date: Sunday, December 22, 2019 7:11 AM
To: "Robert Taylor" <Robert.Taylor@mohavecounty.us>
Cc: <buster.johnson@mohavecounty.us>; "Jean Bishop" <Jean.Bishop@mohavecounty.us>; "Gary Watson" <Gary.Watson@mohavecounty.us>
Attach: RFPI_Parcel VV_lot size_SD setback.pdf
Subject: Unanswered Question on RFPI Sent Aug 2018 _ additional question on Subdivision Regs. Not followed

12
12

Hello Robert,
This was sent to Dev. Serv. prior to your being assigned to all future RFPIs from me.

Please help me understand what happened to my neighborhood for less that the 6,000 sq. ft. lot sizes and setbacks that did not conform to the approved and clarified SD/R zoning (Res. 93-122) for all lots in Desert Lakes.

Why didn't the 1991 Drainage Study for Parcel VV in Tract 4076-B prompt denial for 32 lots that should have been divided into only 23 lots so all of the problems we face today could have been avoided?

Can you answer the following too or if not without another RFPI, let me know and I will create one.

Also, why do we have homes with direct access to Lipan Blvd. in violation of the Subdivision Regulation for the need of a Frontage Rd. for vehicle access to an arterial road?

This Subdivision Regulation was followed for Desert Lakes Tract 4076-D.
It was not followed for Tract 4163 nor for the homes in Tract 4076-B with direct access to Lipan Blvd..

We have a mess here!

Nancy

12

P292



MOHAVE COUNTY DEVELOPMENT SERVICES

P. O. Box 7000 Kingman, Arizona 86402-7000 3250 E. Kino Ave, Kingman www.mohavecounty.us Telephone (928) 757-0903 FAX (928) 757-3577

Timothy M. Walsh, Jr., P.E.
Department Director

Michael P. Hendrix, P.E.
County Administrator

PUBLIC RECORDS REQUEST FORM

I would like to request a copy of the following documentation (be specific) from the Mohave County Development Services Department pursuant to A.R.S. 39-121.01:

Why was Parcel VV, in Desert Lakes Golf Course and Estates Tract 4076 established in 1988 with a minimum and typical lot size of 6,000 sq ft and in 1989 a 20 ft rear yard setback, approved for a 4800 sq ft lot size in '98 and a 10 ft rear yard setback? Refer 93-122 "All Lots"

According to A.R.S. 39-121.03A you must declare if the documentation provided to you will be used for commercial purposes and state that purpose.

- Information **will** be used for commercial purposes. (Define in detail on a separate sheet)
- Information **will not** be used for commercial purposes.

I certify that the information provided is true and correct. I understand there will be a charge of 25 cents per page, except for larger items (i.e. maps, plans, etc.) or where there is extensive staff time for copying of documents, and an additional charge for postage when applicable. I agree to pay the fee or deposit for these records (A.R.S. 39-121.01-D1).

Printed/Typed Name: NANCY KNIGHT

Signature: Nancy Knight Today's Date: 8-18-2019

Contact Information: Phone: 928-768-1537
 Address: 1803 E. Lipan Cir
Fort Mohave, AZ 86426

After completing form, sign and send to P.O. Box 7000, Kingman, AZ 86402-7000
ATTN: Mohave County Development Services, Theresa Shell, Office Supervisor
(email: theresa.shell@mohavecounty.us)

TO BE COMPLETED BY DEVELOPMENT SERVICES DEPARTMENT

Approved: Yes
 No, for the following reason:

Development Services Director _____ Date _____

Assigned to: _____

Total pages copied _____ @ .25 (general copies) = _____ Postage = _____

Total pages copied _____ @ 3.00 (large copies) = _____ Total Charge = \$ _____

Completed By _____ Date _____ Received By _____ Date _____

SEC. 35 T. 19N., R. 22W.

DESERT LAKES GOLF COURSE AND ESTATES TRACT NO 4076-D

REC. OCT. 17, 1990 FEE NO 90-73298

BOOK 226 MAP 14

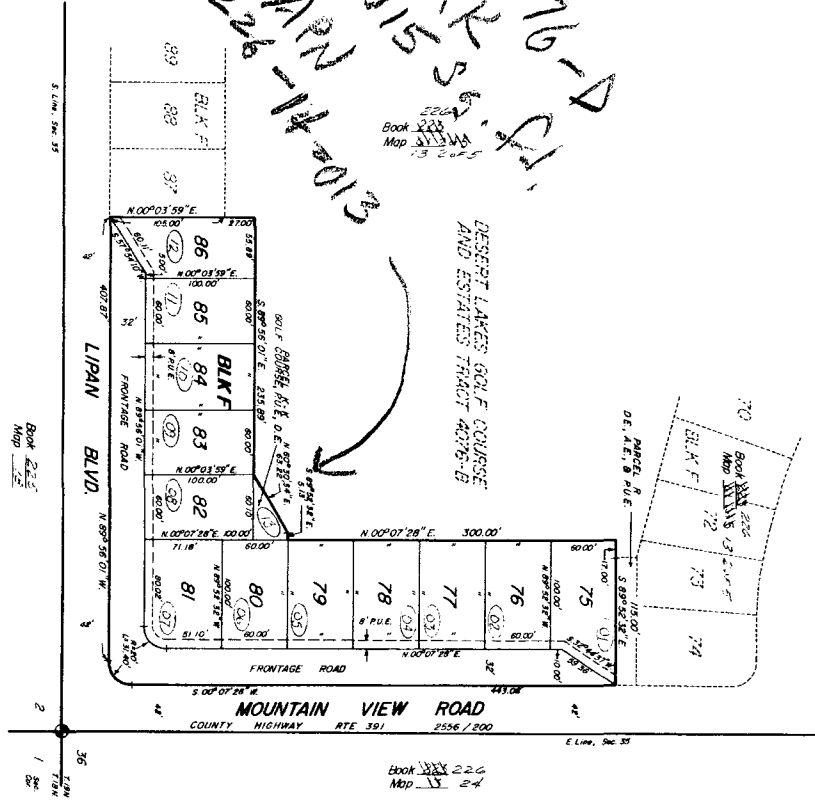
13 P242

Code 1621 OLD BOOK 223 MAP 67

SURVEY ID 1739-17390

Tract 4076-D Parcel K's 1015 S. 2nd Ave N-4-013

DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-D



Book 226 Map 67

SCALE 1" = 100'

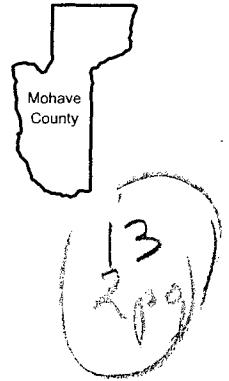


19N., 22W., 35 Date Dec. 12, 2004

MOHAVE COUNTY ASSESSOR'S MAP



**MOHAVE COUNTY
2019 PROPERTY TAX STATEMENT
Cindy Landa Cox, MBA, Treasurer
(928) 753-0737**



AMERICAN GOLF CORPORATION
C/O EPROPERTY TAX DEPT 359
450 S ORANGE AVE
ORLANDO, FL 32801

Assessor Description: Section: 35 Township: 19N Range: 22W
DESERT LAKES GOLF COURSE & ESTATES TRACT 4076D
PARCEL K-K CONT 1015 SQ FT
Situs Address:

**THIS PROPERTY HAS DELINQUENT TAXES OWING
CALL 928-753-0737 IMMEDIATELY AND SELECT OPTION 4 FOR AMOUNT PAST DUE**

TREASURY ACCOUNT #	PARCEL #	TAX AREA	TAX RATE PER \$100 ASSESSED VALUE				
R0107466	22614013	1621	12.7357				
ASSESSMENT		VALUE IN DOLLARS	LEGAL CLASS ASSMT%	ASSESSED VALUE	EXEMPT AMOUNT	TAX RATE	TAX
TAXABLE PROPERTY VALUE		500	15.0	75	0	12.7357	9.56
TAXABLE PERSONAL PROP VALUE		0	0.0	0	0	12.2357	0.00
TAXABLE PROPERTY VALUE TOTAL		500		75	0		\$9.56
2018 TAXES	2019 TAXES	TAXING AUTHORITY	PHONE #'S		% of TAX		
1.47	1.47	MOHAVE COUNTY	(928) 753-0735		14.79%		
0.36	0.34	STATE SCHOOL TAX EQUALIZATION	(928) 753-5678		3.42%		
1.63	1.50	MOHAVE VALLEY SD #16	(928) 768-2507		15.09%		
1.51	1.42	COLORADO RIVER UNION HS #2	(928) 788-1405		14.29%		
1.01	0.99	MOHAVE COMMUNITY COLLEGE	(928) 757-4331		9.96%		
2.44	2.44	FT MOHAVE MESA FD	(928) 768-9181		24.55%		
0.08	0.08	FIRE DIST ASSIST FUND	(928) 753-0735		0.80%		
0.20	0.20	MOHAVE COUNTY LIBRARY DISTRICT	(928) 692-5763		2.01%		
0.38	0.38	MOHAVE COUNTY FLOOD CONTROL DI	(928) 757-0925		3.82%		
0.02	0.03	MO CO TV CID	(928) 753-0729		0.30%		
0.04	0.04	WESTERN AZ VOCATION ED DIST	(928) 753-0747		0.40%		
0.41	0.39	SECONDARY SD#16 BUDGET OVERRID	(928) 768-2507		3.92%		
0.23	0.28	CRUHS#2 CLASS B BONDS	(928) 788-1405		2.82%		
0.38	0.38	MOHAVE VALLEY IRRIG & DRAIN DI	(928) 768-3325		3.82%		
\$10.16	\$9.94	TOTAL			100%		

2019 TAX SUMMARY	
For the period of January 1 - December 31, 2019	
Total Tax	\$9.56
Special District	0.38
LESS: State Aid	0.00
LESS: Prepay	0.00
TOTAL DUE	\$9.94

PAYABLE UPON RECEIPT

SEE PAYMENT STUBS FOR DUE DATES

Mail your check with the corresponding payment stub to:

**MOHAVE COUNTY TREASURER
PO BOX 111
KINGMAN, AZ 86402**

ADDITIONAL INFORMATION

MORE WAYS TO PAY

In Person: Check, Money Order, or Cashier's Check. Cash is accepted in person, during office hours. Your canceled check is your receipt.

Credit Card or Electronic Payment

(processing fees will apply):

Call: 1-855-814-6451 or

Visit us Online: www.mohavecounty.us

Using Your Banks Online Banking "Bill Pay" Option:

Set up a SEPARATE bill pay payee for EACH PARCEL

Instructions are available on our website:

www.mohavecounty.us

Select: Online Bill Pay Instructions

ANSWERS TO YOUR QUESTIONS

Mohave County Treasurer's Website:

- Copies of tax statements, payment receipts and payment history

- Visit us online: www.mohavecounty.us

Mohave County Assessor's Website:

- Online Address Changes

- Valuation, legal classification, and ownership/address records

Call: 1-928-753-0703 or

Visit the Assessor online: www.mohavecounty.us

FOR YOUR RECORDS 1ST HALF PAID CK # _____ 2ND HALF PAID CK # _____ OR FULL YEAR PAID CK # _____

Exhibit 13

Property Tax Statement for Parcel KK and Tract 4076-D map (2 pgs)

Exhibit 14
Dashed line delineated sliver of Parcel KK on Tract 4076-B map

1989 32 Lots reduced to 23 lots in 1991 per Drainage Study

14

SEC. 35, T. 19N., R. 22W.

DESERT LAKES GOLF COURSE AND ESTATES
TRACT 4076-B

BOOK 226
MAP 13
3 OF 5
Code 1621

OLD BOOK 223
MAP 61
3 of 5

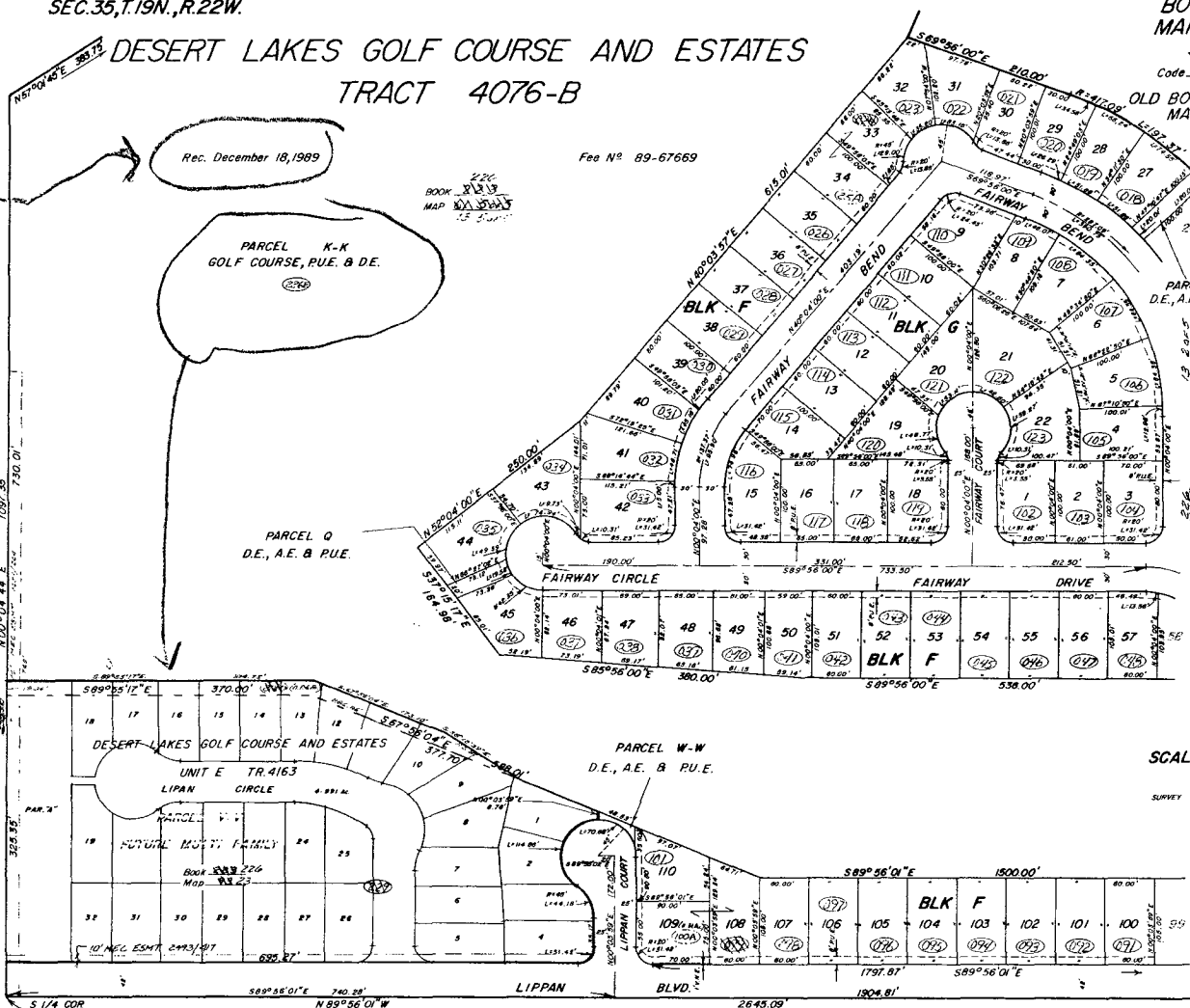
Fee N° 89-67669

Rec. December 18, 1989

PARCEL K-K
GOLF COURSE, P.U.E. & D.E.

PARCEL Q
D.E., A.E. & P.U.E.

PARCEL W-W
D.E., A.E. & P.U.E.



SCALE 1"=100'

SURVEY ID. 1739-1739D

19N., 22W., 35

Date DEC. 17, 2004

BOOK 225

MAP 18

MOHAVE COUNTY
ASSESSOR'S MAP

Dashed line = Dimensions of Abandoned Parcel KK

Exhibit 15

Mr. Kukreja's Exhibit "B" for dimensions of abandoned Parcel KK (Tract 4076-B)

Affiant Kukreja's Exhibit B

15

PARCEL V-V, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona; AND

→ That portion of PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona, situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel K-K, being a point on the West line of said Southwest quarter of the Southeast quarter (SW1/4 SE1/4);

THENCE North 00 degrees 04 minutes 44 seconds East along said West line a distance of 19.36 feet;

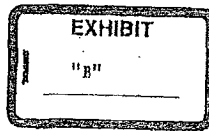
- 1 ● THENCE South 89 degrees 55 minutes 17 seconds East parallel with the South line of said Parcel K-K a distance of 374.75 feet; ✓
- 2 ● THENCE South 67 degrees 56 minutes 04 seconds East a distance of 173.10 feet; ✓
- 3 ● THENCE South 58 degrees 12 minutes 39 seconds East a distance of 116.82 feet to the North line of Parcel V-V of said Tract 4076-B; ✓
- 4 ● THENCE North 67 degrees 56 minutes 04 seconds West along the North line of said Parcel V-V a distance of 286.86 feet;
- 5 ● THENCE North 89 degrees 55 minutes 17 seconds West continuing along said North line of Parcel V-V a distance of 370.00 feet to the Point of Beginning.

corner of Plaintiff's lot 9

NOTE: Said portion of Parcel K-K of DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, was abandoned in Resolution No. 98-347, recorded October 7, 1998 in Book 3173 of Official Records, Page 385.

1998
is 10 yrs
later
than
map!

Unofficial Copy



Bullets 1-5 found on 1989 map
1. Top Boundary Proceeding to the right
to Plaintiff's lot then turn and
proceed Left to 5.

Exhibit 16

Drainage Study 3 pg for 23 lots on Parcel VV

1063

161

RECEIVED

MAY 08 1991

MOHAVE CTY PUBLIC WORKS

DRAINAGE STUDY
DESERT LAKES GOLF COURSE AND ESTATES
TRACT 4076-E
(REPLAT OF LOTS 111-122 BLOCK F)
SECTION 35, T19N, R22W



FEBRUARY 1991

PREPARED FOR:
DESERT LAKES DEVELOPMENT, L.P.
26691 PLAZA DRIVE, SUITE 210
MISSION VIEJO, CA 92691

PREPARED BY:
HOLLAND WEST, INC.
6920 SOUTH HOLLY CIRCLE
SUITE 100
ENGLEWOOD, CO. 80112



NOTE: highlight Marks
by Dev. Services (16)

I. INTRODUCTION

The proposed 23 lot, 5.0 acre single family residential subdivision is situated within the southwest quarter of the northwest quarter of Section 35, Township 19 North, Range 22 West in Mohave County, Arizona. It is bordered by Lipan Boulevard to the south, Lipan Court to the east, and Desert Lakes Golf Course to the north. The enclosed drawing depicts a vicinity map giving a visual interpretation of this location.

Circles
or
under scores
by Plaintiff

The topography of this site is generally a knoll constructed of compacted fill. Ground cover is denuded soils with soils being generally permeable. The site is a replat of a portion of Desert Lakes Golf Course and Estates Tract No. 4076-B and all runoff due to the proposed urbanization will ultimately discharge to the Desert Lakes Golf Course. An 80 foot wide drainage parcel is proposed at the west property line.

II. INTENT

The purpose of this report is to identify major drainage that will impact the site and provide means to safely convey off-site run-off through the site. The report will also identify and route onsite flows within the site to safe and acceptable receiving lands (Per se: Desert Lakes Golf Course). The enclosed drainage map will provide general grading outlines, identify the type, size, and location of hydraulic features and structures required to provide for storm water management. A vicinity map panel 040058-24450 is enclosed and shows the site in both areas of 100 year - base flood elevations and flood hazard factors not determined" and "Zone C."

16
3 of 3

Holland West performed a HEC I hydrology analysis as a check of the SPC report and determined flows to be:

$Q_{10} = 1393$ cfs

~~$Q_{100} = 3224$ cfs~~

This is a 15% discrepancy for the 100-year storm event and a 9% for the 10-year event. For the purpose of this report Holland West, Inc. ~~used the more conservative flows shown in the SPC report.~~ A channel paralleling the west property line sized to accommodate the SPC 100 year flow of 3800 cfs is proposed to pass the historic flow. The specifications of this channel are located in the appendix that follows. ~~The east bank will be armored to abate erosion and channel degradation effects.~~

Onsite Flow

On-site flows were calculated for the 10 year and 100 year storm event and are located in the appendix of this report. Historic flows were also calculated. The site was divided into three basins, Basins A, B, & C will discharge into the Desert Lakes Golf Course via an existing down drain at the north end of Lipan Court as shown on the accompanying drawing. Basin A will discharge via a proposed concrete run-down at the end of Lipan Circle into the proposed channel. ~~All finished floors will be set at an elevation to preclude inundation due to the major storm event.~~

CONCLUSION

The development of this site will generate approximately 23 lots on 5.0 acres. The channelization of offsite flows will remove the 100 year flood from the buildable areas and will be used to convey

Exhibit 17
Weisz Restated Data

21

Relevant Data from Ms. Weisz

170

Tract 4163	Legal Adj. Golf Course Block Wall/Steel Rail Fence Design	Illegal Solid Block	Illegal Gate Access	Total Lots	Total Improved lots	Total unimproved Lots	% unimproved lots
	8	zero	3 *	25	24	1	4%
Tract 4076-B	26	39	42	205	149	56	27%
Combined Data	34 15%	39 17%	45 20%	230	173	57	31%

Notes:

Tract 4076-D Omitted as Irrelevant

* 1 legal gate to front yard

Other than black paint omitted; variance is unconfirmable at this time; paint is a minor correction if needed

Less than 5' fence omitted as this is not a restriction; CC&Rs: 5' adj. to course, 6' max. not adj. to course

Zero Illegal Satellite Dishes due to current Law

CC&R Fence design is not restricted from a combination of Block and Steel Rail;

Views and aesthetics are preserved with low block height topped with steel rails

Exhibit 18
McKee's Homes by Aerial view



Affiant McKee 2 Homes - Aerial View
of E. Desert Drive