

1 separate subdivision when in fact it is not. In accordance with Land Division Regulations
2 3.8, a Final Plat designation appends an alphabetical suffix to the Subdivision Tract
3
4 number sequentially as phases of development progress. The phases of development are a
5 part of the Preliminary Plat that is approved (not recorded) and verified by three County
6 officials before a Final Plat is submitted to the Board of Supervisors for approval to begin
7 development. Final Plats are recorded.
8

9 Desert Lakes Golf Course and Estates Subdivision Tract 4076 is a 300+ Master
10 Planned Community built in phases. Final Plats began with Phase I Tract 4076-A and
11 progressed over the course of approximately thirteen (13) years with Final Plats for Tract
12 4076-B, Tract 4076-C, Tract 4076-D, Tract 4076-E (becoming Tract 4163 Unit E) and
13 Tract 4076-F (becoming Tract 4152 Unit F).
14

15 Recorded Final Plats do not create separate subdivisions. The Covenants,
16 Conditions and Restrictions (hereinafter "CC&Rs") for all of the phases of development
17 have consistent language for the "subdivision" as opposed to the specific language for
18 development of specific lots within a "said tract". A Homeowner Association was never
19 formed for Subdivision Tract 4076.
20
21

22 **Evidence of Motive for Fraud Upon the Court**

23 Glen Ludwig's Subdivision Disclosure Report dated effective on June 11, 2014 for
24 lots owned by Glen and Pearl Ludwig's Family Trust in Desert Lakes' Tract 4076-A cites
25 on page 10 that they intended to offer "Improved lots with dwellings" and that the lots
26 were encumbered by "Recorded Declaration Covenants, Conditions, and Restrictions."
27
28

1 That "Escrow will not close before a certificate of occupancy issues" and Buyers were
2 required to pay a non-refundable "earnest money deposit" and the "purchaser assumes a
3 risk of losing such money if the seller is unable or unwilling to perform under the terms
4 of the purchase contract". Item 6 on Schedule B, directs the purchaser to the CC&Rs in
5 Book 1541, Page 197. The Roberts as purchasers and the Ludwigs as Sellers of the land
6 developed by Fairway Constructors were aware of the setback restrictions and
7 deliberately designed and built the subject home cited in the Plaintiff's Complaint in
8 violation of the CC&Rs. **Exhibit 1** - ADRE Report.

11 When Development Services turned down Mr. Azarmi's Application for a
12 building permit with an 18 foot setback in violation of the Special Development zoning
13 setback of twenty feet, it set in motion a series of egregious events to circumvent the
14 denial of the permit - including a Board of Adjustment variance. This variance together
15 with Mr. Azarmi's attempted CC&R setback violations through BOS Resolutions caused
16 the Plaintiff to begin an investigation that led to her Breach of Contract law suit.

19 This in turn set in motion multiple parties successfully deceiving the Court in an
20 effort to dismiss the case. In the past two years Defendants and their attorney have had
21 ample time to disclose incomplete and unfavorable information in accordance with Rule
22 26. The intent to deceive is egregious. Fortunately, the Court only partially dismissed the
23 case and adjudicated Plaintiff's rights to prosecute violations in Tract 4076-B. Fraud
24 Upon the Court has now been revealed to the Plaintiff with a preponderance of evidence
25 and is submitted hereto for setting aside Dismissal of Count One.

1 Excerpt from the *Nevada Law Journal*, Vol 16:707 April 12, 2016, in their article
2 entitled “Fraud on the Court and Abusive Discovery”.

3
4 “Some courts require the moving party to meet certain elements in order
5 to set aside a judgment for fraud on the court. For example, in the Third
6 Circuit, fraud on the court applies to only “the most egregious misconduct
7 directed to the court itself”¹⁷⁷ and requires the following elements:

8 (1) an intentional fraud; (2) by an officer of the court; (3) which is directed
9 at the court itself; and (4) in fact deceives the court.”¹⁷⁸

10 177 *Herring v. United States*, 424 F.3d 384, 386–87 (3d Cir. 2005).

11 178 *Id.* at 386.

12 **Attorney Oehler’s Pattern of Deception**

13 From the Defendants’ first dispositive motion in February 2018, Mr. Oehler
14 attempted to deceive the Court that Parcel VV was abandoned from the subdivision and
15 therefore claimed the Plaintiff had no standing whatsoever. Mr. Oehler knew full well the
16 Plaintiff had standing from the evidence he was provided in his litigation defending Mr.
17 Chase against the Plaintiff in CV 2016 04026. As is evident in the record, he brought
18 forward a document from that former case to this current case from someone at Chicago
19 Title who claimed Tract 4163 had no CC&Rs. Mr. Oehler knew full well since 2016 that
20 Tract 4163 lots are encumbered by the Tract 4076-B Declaration and that Parcel VV was
21 a part of Desert Lakes Golf Course and Estates with CC&Rs that run with the land. Mr.
22 Oehler also knew Plaintiff was granted restoration rights to bring his client Chase’s
23 modifications to his rear yard fence back into compliance with the CC&Rs thereby
24 restoring Plaintiff’s CC&R protected views of the golf course and surrounding area.
25

26 In that former case, Mr. Oehler attempted to mislead the Court by calling a fence a
27 “Party Wall”, he shed a bad light upon the Plaintiff with defamation and the threat of a
28

1 Counterclaim for \$65,000 in damages with no basis of fact, he claimed she had been in
2 “trouble with the law” that was also defamatory with no basis of fact since the Plaintiff
3 was and still is a teacher with FBI and DOJ clearance who has never been in trouble with
4 the law, he claimed his client’s addition on top of the Plaintiff’s side yard fence was only
5 5.5 inches high and a Photoshop image from the Chase’s side of the fence was found to
6 have been chopped to appear lower than the actual height of the block extension at 8
7 inches (Plaintiff’s 8” block extension photo is a part of the record), he quashed efforts by
8 the Plaintiff for a Subpoena of billing statements that included payments being made by
9 Mr. Chase that the Plaintiff considered important evidence to support the Plaintiff’s
10 liability for Mr. Oehler’s claimed attorney fees. Those attorney fees were awarded by the
11 Court for Mr. Oehler’s joindered participation in a Motion to Compel Settlement for a
12 written agreement that the Plaintiff could not sign as it was not in compliance with the
13 binding mediated settlement. Extortion by Mr. Edwards, through his attorney Mr.
14 Gregory, was a last-ditch effort to keep his coveted solid block wall fence. Mr. Edwards
15 had been duped by Chase’s advertised claim of a “privately located pool and spa” during
16 litigation. The binding mediated settlement provided the Plaintiff with rights to restore
17 her CC&R protected views by cutting away “a portion” of the Chase modifications and
18 not for the cost-prohibitive restoration of the “entire” rear yard fence that Mr. Gregory
19 attempted to have included in the post-mediation “written agreement”. This agreement
20 was to be circulated and signed by all parties. The Court chose to punish the Plaintiff
21 with attorney fees awarded to the two law firms for a written agreement she could not
22
23
24
25
26
27
28

1 sign. When the Plaintiff attempted to use Rule 60 to set aside the attorney fees, she was
2 punished again with more attorney fees awarded to the two law firms. Mr. Oehler and
3 Mr. Gregory then filed and won a Court ruling declaring the Plaintiff a Vexatious
4 Litigant with even more attorney fees awarded to the two law firms.

5
6 Mr. Oehler is capable of reading and interpreting the CC&R contract that includes
7 the non-waiver clause that has been ruled by many Courts as protection from a claim of
8 abandonment. Nonetheless Mr. Oehler is attempting to cloud the Court's views by
9 claiming abandonment. Due to page number restrictions and Plaintiff's need to include as
10 much evidence into the record as possible, Plaintiff will incorporate the law on fraud and
11 the law on abandonment for Court consideration as Exhibits.
12
13

14 Complete abandonment has not occurred. In fact, approximately 25% of the lots
15 remain undeveloped to date. Violating Rule 11 of civil procedure and committing fraud
16 upon the Court in defense of guilty clients is despicable.
17

18 Under Rule 11 of civil procedure, "a signature constitutes a
19 certification by the party or attorney that the pleading "is well
20 grounded in fact ..." Before signing a pleading, counsel is
21 required to make reasonable efforts to assure that the matters
22 asserted are not illusory, frivolous, unnecessary or insubstantial.
(Emphasis supplied)

23 **Evidence of Mr. Oehler's Fraud Upon the Court**

24 Mr. Oehler is the owner of many properties in subdivisions with alphabetical
25 suffixes. He is a real estate investor. Mr. Oehler's list of properties is a part of the record
26 in this case. Plaintiff believes this history of property investment is evidence that Mr.
27 Oehler knew that alphabetical suffixes do not create separate subdivisions and was
28

1 laughing up his sleeves when the Court made the error of interpretation between “said
2 tract” and “subdivision” in the CC&Rs during the April 2, 2018 Oral Argument hearing
3
4 for Mr. Oehler’s first dispositive motion in this case. Mr. Oehler authored the Findings of
5 Fact for the Court to sign. He wrote, The Court “makes the following findings”:
6 (Plaintiff’s underscore is supplied below for emphasis).

7
8 “Tract 4076-A Desert Lakes Golf Course & Estates is a separate
9 subdivision with separately recorded CC&Rs separate and apart
from Tract 4076-B...”

10 **Evidence of Mr. Ludwig and Mr. Azarmi’s Joint Fraud Upon the Court**

11 Mr. Ludwig created Fairway Estates in the same time frame that Desert Lakes
12 Golf Course and Estates was being approved. The Fairway Estates Subdivision Tract
13 4097 was also built in phases with Final Plats designated as Phase I Tract 4097-A, Phase
14 II Tract 4097-B, and a redesign of the northern end of the land shown on their
15 Preliminary Plat is designated Phase I Tract 4148-A and Phase II Tract 4148-B. This is
16 evidence, in part, that Defendant Ludwig, and his business partner Mr. Azarmi, were
17 aware that Desert Lakes’ Tract 4076-A and Tract 4076-B were not separate subdivisions.
18
19

20 A difference exists for Fairway Estates as they created a Home Owner Association
21 (HOA) that assures them of a long-term cash stream at about \$400 per year for every
22 home in Fairway Estates. They built a Clubhouse on the drainage easement labeled Parcel
23 B-B on the southeastern corner of their Lakeview Village Preliminary Plat Tract 4097
24 aka Fairway Estates. There is no doubt that the Court was deceived by a lack of full
25 disclosure for the purpose of taking Plaintiff’s rights to prosecution of these Developer’s
26
27
28

1 violations. **Exhibit 2** – Preliminary Map for Lakeview Village Tract 4097 aka Fairway
2 Estates on or about October 26, 1989, Plats for Fairway Estates Phase I Tract 4097-A, (2
3 pages) Phase II Tract 4097-B (1 page), Phase I Tract 4148-A, Phase II Tract 4148-B,
4 Property Tax Statement billed at \$11.64 for the Clubhouse on 3 acres of land in Phase II
5 Tract 4097-B. (Total 7 pages).
6

7
8 **Evidence of Mr. Azarmi's Fraud Upon the Court**

9 Mr. Azarmi has special knowledge in land development that the Court and the
10 Plaintiff did not have when Oral Arguments were heard on April 2, 2018. Defendant
11 Azarmi was a Planning Commissioner for nearly fifteen years in Mohave County. He
12 knows the County General Plan, Zoning Ordinance, and most importantly, the Land
13 Division Regulations very well. **Exhibit 3** - Land Division Regulation 3.8 (B)(5) "Final
14 Plats".
15

16
17 It was the Plaintiff's Request For Public Information (hereinafter "RFPI") on
18 February 26, 2020 regarding the positions Mr. Azarmi has held with the County that
19 revealed Mr. Azarmi's knowledge of the Land Division Regulation for naming Final
20 Plats and the fraud being perpetrated upon the court. Other evidence includes his two
21 applications for appointment to the Planning & Zoning Commission and Minutes from
22 Meetings with cited text and events as follows:
23

24 In December 2018, Mr. Azarmi submitted his resignation from the Planning &
25 Zoning Commission after, as he put it, "almost 15 years served". As taken from the
26 Planning and Zoning Commission Meeting Minutes dated December 12, 2018, Planning
27
28

1 and Zoning Director Tim Walsh said, “he too would like to thank Chairman Azarmi for
2 his service to the County on various committees. He added that it was impressive the time
3 and effort he had put towards the County, in general. He added that the County would be
4 hard pressed to find an ordinance that did not have the Mehdi Azarmi fingerprint all over
5 them. He added that with his time donated to help improve the County, spent on the
6 General Plan, the Zoning Ordinance and the Land Division Regulations, he could not
7 thank him enough for his efforts and time spent with the Commission.” (Emphasis
8 Supplied) **Exhibit 4** – RFPI for Mr. Azarmi’s positions with the County and page from
9 the December Meeting Minutes.

10
11
12
13 Mr. Azarmi’s 2008 and 2012 “Applications for Appointment to Boards or
14 Commissions” is provided to show Mr. Azarmi’s degrees in engineering, his work
15 experience including 25 years of development/civil engineering/ Built two subdivisions
16 in Mohave County, work on the Planning Commission, County Advisory Board, Land
17 Use committee and more. **Exhibit 5** – Pertinent pages from Mr. Azarmi’s Two
18 Applications to the Board (6 pages)

19
20
21 All of this evidence of Defendant Azarmi’s knowledge in subdivision
22 development and Land Division Regulations that was withheld from the Court
23 contributed to the confusion regarding the “said tract” language in the CC&Rs and the
24 subsequent Dismissal of Count One for Tract 4076-A.

25
26 **Grammatical Change Provision in the CC&Rs**

1 The intent of Desert Lakes Development L.P. CC&Rs, as is the case for all
2 projects covered by CC&Rs, is protection for the property owners who rely on
3 consistency within the entire subdivision and prosecution rights for violations. The intent
4 would be obfuscated if the Court made a ruling that allowed blight to occur in any one or
5 many "said tracts" without maintaining consistency in the subdivision as a whole due to
6 an erroneous grammatical interpretation between "said tract" and "subdivision". Desert
7 Lakes Development L.P. included a Covenant to provide the Court with the rationale that
8 "the necessary grammatical changes required to make the provisions herein apply either
9 to corporations or individuals, men or women, shall in all cases be assumed as though in
10 each case fully expressed". Ref: Tract 4076-B Declaration in Book 1641, Page 900, para.
11 22 (Underscored emphasis supplied above).

12
13
14
15 The Hon. Judge Carlisle recognized that a grammatical difference existed in the
16 CC&Rs and commented that they [developers or Declarant] did not define subdivision.
17 The Court assumed "said tract" was the "subdivision". The current Court now has the
18 knowledge that the Desert Lakes Golf Course and Estates "Subdivision" Tract 4076 was
19 created by the approved Preliminary Plat in 1988. The Court now has the Land Division
20 Regulations that explains the alphabetically suffixed "said tract" names for phases of
21 development. The CC&Rs define responsibilities for development of lots in "said tract"
22 while prosecution rights are for the entire "subdivision" as follows:

23
24
25
26 "If there shall be a violation... any person or persons owning
27 real property located within the subdivision to prosecute
28 proceedings at law or in equity,,," (Emphasis supplied)

1 To be clear, the Plaintiff initiated this litigation in January 2018 for three forms of
2 violations in the Subdivision known as Desert Lakes Golf Course & Estates Tract 4076.

3
4 (1) The deliberate setback violations for a home in Phase I Tract 4076-A. (2) Defendants
5 signage on unimproved lots. (3) The attempted violation of the CC&Rs through BOS
6 Resolutions 2016-125 and 2016-126 to reduce setbacks in the entire Tract 4076 Desert
7 Lakes Subdivision as cited on page 9, paragraphs 35-37 of her Complaint.
8

9 Plaintiff is pursuing this litigation to include her April 2018 adjudicated rights to
10 prosecution of violations within Phase II Tract 4076-B within this same Complaint. Now
11 that fraud upon the Court has been proven to have occurred with a preponderance of
12 evidence, Plaintiff is praying for the Court to set aside dismissal of Count One thereby
13 allowing the Plaintiff to pursue litigation for the one home in Tract 4076-A, provide the
14 Plaintiff with Leave to Amend the Complaint for Tract 4076-B, and is pursuing financial
15 compensation as sanctions. (Emphasis supplied) **Exhibit 7**– The Law on Fraud
16
17

18 Plaintiff is also challenging the Defendant's claim that the CC&Rs have been
19 abandoned. Desert Lakes Golf Course and Estates has maintained its fundamental
20 character and aesthetic appeal. Property values have risen and non-waiver clause in the
21 CC&Rs protects the rights of any person to enforce the CC&Rs regardless of any failure
22 of any property owner to do so in the past.
23

24 In *Camelback Del Este Homeowners Assoc. v. Warner*, 156 Ariz. 21, 749 P.2d 930
25 (App. 1987), the appellate court phrased the test for determining whether covenants and
26
27
28

1 restrictions are enforceable when the claim is raised that a change in the neighborhood
2 obviates the purpose of the restrictions:

3
4 ...the test for determining whether restrictive covenants should
5 be enforced is “whether or not the conditions have changed so
6 much that it is impossible to secure in a substantial degree the
benefits in tended to be secured by the covenants.” (Emphasis supplied)

7 Remedy is possible for existing violations. **Exhibit 8** - The Law on Abandonment

8
9 Further every property owner in the subdivision is an indispensable party and
10 therefore a motion to dismiss for abandonment is a taking of every property owner’s
11 rights without the benefit of their having the opportunity to submit evidence to the
12 contrary of abandonment. According to the law and in the context of indispensable
13 parties, Plaintiff is not required to serve all property owners who may have violations. It
14 is only necessary to join other lot owners in an action to abrogate and not to enforce
15 CC&Rs. (Emphasis supplied).

16
17 *Karner v. Roy White Flowers, Inc* 527 S.E.2d 40, 44 NC 2000
18 (...all property owners affected by a restrictive covenant
19 were necessary parties to an action to invalidate that covenant);

20 *Wright v Incline Vill. Gen. Improvement Dist.* 597 F. Supp. 2d,
21 1191, 1207 (D. Nev 2009): In an action to set aside a lease
22 or contract, all parties who may be affected by the
determination of the action are indispensable.” (Emphasis supplied)

23 **ESTABLISHING A DESERT LAKES PRECEDENT**

24 Excerpt from the Transcript of the Binding Mediated Settlement in CV 2016

25
26 04026: “MR. GREGORY: Your Honor, the only thing I would like to clarify on record is
27 that the parties are referring to some CC&Rs known as the Desert Lakes Golf Course and
28

1 Estates tract 4076(B). Recorded CC&Rs. And there's been an underlying dispute as to
2 whether those CC&Rs are actually valid and binding upon the parties. That issue is not
3 being resolved today. For purposes of settlement the parties are simply referring to that
4 instrument, the CC&Rs and the standards set forth in that instrument, as the standard for
5 compliance with restoring or repairing the walls at issue.
6

7 Excerpt from Mr. Gregory's revision of Mr. Moyer's written agreement:

8 "...Whether the CC&Rs encumber the Knight Residence or the Chase Residence is a
9 legal question undecided by the court in the Lawsuit, and no agreement has been reached
10 as to that issue by the parties." **Exhibit 9** – Mr. Gregory's input
11

12 Plaintiff's "pursuit of happiness", that is granted by the U.S. Constitution, is her
13 home. Establishing a precedent that is favorable for enforcement removes all doubt and
14 can help to protect the Plaintiff from a repeat of that former harm to her property and
15 happiness.
16
17

18 **CLAIM FOR RELIEF FOR FRAUD UPON THE COURT**

19 But for this deception, this case would not have dragged on for the past two years
20 with confusion upon three Courts to date with a complicated, extensive file of exhibits.
21

22 Plaintiff prays for judgment in her favor and against the Defendants as follows:

- 23 1. Set aside dismissal of Count One of Plaintiff's Complaint.
- 24 2. Declare that the recorded Declarations of CC&Rs are valid and enforceable
25 for the entire subdivision regardless of the phase of development known to
26 be said tracts with alphabetically suffixed Tract names;
27

- 1 3. Permanently enjoin Defendants from initiating, maintaining or expanding
2 their development business in violation of the CC&Rs pertaining to any lot
3 in any alphabetically suffixed Tract in Desert Lakes Golf Course and
4 Estates Subdivision Tract 4076;
5
6 4. Order Defendants to remove any and all activities on said land that violates
7 any restriction or covenant as provided in the recorded Declaration of
8 Restrictions in accordance with Count One and Count Two of the
9 Plaintiff's Complaint;
10
11 5. Award the Plaintiff reasonable compensation as sanctions pursuant to the
12 limits of the law and in the judgment of the Court; pursuant to Rule 37

14 (c) (2) ***Inaccurate or Incomplete Disclosure.*** On motion, the court may
15 order a party or attorney who makes a disclosure under Rule 26.1 that the
16 party or attorney knew or should have known was inaccurate or
17 incomplete to reimburse the opposing party for the reasonable cost,
including attorney's fees, of any investigation or discovery caused by the
inaccurate or incomplete disclosure.

18 (d) **Failure to Timely Disclose Unfavorable Information.** If a party or
19 attorney knowingly fails to make a timely disclosure of damaging or
20 unfavorable information required under Rule 26.1, the court may in its
21 discretion impose any sanctions the court deems appropriate in the
22 circumstances. The court's discretion extends to imposing serious
23 sanctions, up to and including dismissal of the action in whole or in part,
24 or rendering a default judgment.

- 25 6. For each other and further relief as the Court deems just and equitable
26 under the circumstances.

27 RESPECTFULLY SUBMITTED this 12TH day of March, 2020.

28 

NANCY KNIGHT

Plaintiff Pro Per

1 COPY of the foregoing emailed on this 12th day of March, 2020 to:

2 djolaw@frontiernet.net

3 Attorney for Defendants

4 Daniel J. Oehler, Esq.

5 Law Offices of Daniel J. Oehler

6 2001 Highway 95, Suite 15

7 Bullhead City, Arizona 86442

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Exhibit 1
ADRE Report_Ludwig_ 13 pages

Pertinent pages 10, 12-13
Arrows and brackets by Plaintiff



Arizona Department of Real Estate (ADRE)
Investigations and Development Services Division
www.azre.gov
developments@azre.gov / investigations@azre.gov

Exhibit 1

JANICE K. BREWER
GOVERNOR

JUDY LOWE
COMMISSIONER

PHOENIX OFFICE
2910 N. 44th STREET STE-100
PHOENIX, AZ 85018

SUBDIVISION DISCLOSURE REPORT
(PUBLIC REPORT)

FOR
Desert Lakes Golf Course and Estates Tract 4076-A
aka Desert Lakes Golf Course and Estates

Registration No.DM14-057210

SUBDIVIDER

Glen L. Ludwig and Pearle A. Ludwig,
Trustees of the Ludwig Family Trust dated December 15, 1989
Fairway Constructors, Inc. an Arizona corporation
5890 Highway 95, Suite B
Fort Mohave, Arizona 86426

Effective Date
June 11, 2014

PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land. The application and Subdivision Disclosure Report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department. All the information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

PHOENIX OFFICE:
2910 N. 44th Street
Suite 130
Phoenix, Arizona 85018
(602) 771-7750

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THE ARIZONA DEPARTMENT OF REAL ESTATE

REQUIRES THAT:

1. You BE GIVEN this public report;
2. YOU SIGN A RECEIPT indicating that you received this report;

RECOMMENDS:

1. You DO NOT SIGN ANY AGREEMENT before you have read this report;
2. You see the EXACT PROPERTY you are interested in BEFORE SIGNING any document for lease or purchase.

ARIZONA LAW STATES:

1. THE SALE OR LEASE OF SUBDIVIDED LANDS PRIOR TO ISSUANCE OF THIS REPORT OR FAILURE TO DELIVER THIS REPORT TO YOU SHALL RENDER THE SALE OR LEASE RESCINDABLE BY YOU. ACTION TO RESCIND MUST BE BROUGHT WITHIN 3 YEARS FROM DATE OF EXECUTION OF PURCHASE AGREEMENT.
2. CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.
3. IF YOU HAVE SIGNED A PURCHASE AGREEMENT FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.

*A contract or agreement for purchase of a lot which includes a building or obligates the seller to complete construction of a building within two years from the contract date does not constitute the purchase of an unimproved lot. Therefore, if your purchase includes a lot and a building or a building to be built, you are not entitled to the rescission rights described in paragraphs 2 and 3.

GENERAL

This report includes: Lot 35, Block A, Lots 53 and 67, Block B, Lot 14, Block C, Lots 3, 7, 12, 13, and 42 Block E and Lot 2, Block H, Desert Lakes Golf Course and Estates, Phase I, Tract 4076-A

The map of this subdivision is recorded in Fee Number 89-26061 records of Mohave County, Arizona.

The subdivision is approximately 92.98 acres in size. It has been divided into 241 lots. Lot boundaries will be staked at lot corners and radii.

YOU ARE ADVISED TO OBTAIN A COPY OF THE RECORDED MAP AND CORRECTION DOCUMENTS, IF ANY, AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREIN.

SUBDIVISION LOCATION

Location: Approximately 3 miles south of Bullhead City to Joy Lane and 1 mile east to Mountain View Road and Desert Lakes Drive, Fairway Estates, Mohave County, Arizona.

UTILITIES

Electricity: Mohave Electric Cooperative (MEC), Ph. 928-763-4115, www.mohaveelectric.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. Monthly service charge is \$16.50 plus tax. Purchaser will be required to pay an establishment fee of a \$400.00 refundable deposit or provide a letter of credit and \$40.00 service fee.

Telephone: Frontier Communications, Ph. 928-763-1122, www.frontier.com

Facilities are complete to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The basic monthly service charge is approximately \$17 plus tax. Purchaser will be required to pay a \$20.00 establishment fee.

Cable: Suddenlink, (928) 758-4844, www.suddenlink.com

A purchaser will be required to pay a service fee of \$65.00 per month for basic cable with a DVR and \$56.00 per month for basic cable without a DVR. Purchaser may be required to pay a \$10.00 deposit depending upon credit score.

Suddenlink offers a package for basic cable and internet for \$100.00 per month with a DVR and \$91.00 without a DVR.

Internet or Fiber Optic:

Suddenlink, (928) 758-4844, www.suddenlink.com

A purchase will be required to pay a monthly service fee of \$35.00 for standard internet. Purchaser may be required to pay a \$10.00 deposit depending upon credit score.

Suddenlink offers a package for basic cable and internet for \$100.00 per month with a DVR and \$91.00 without a DVR.

Frontier Communications (800) 921-8101; www.Frontier.com;

Frontier Communications' rate for basic internet is \$44.99 plus tax per month with a \$4.50 plus tax fee for the modem. The rate for basic DSL is \$24.99 plus tax per month. Frontier Communications has bundling packages available. A purchaser can expect to pay \$1.50 per linear foot for installation of a service line from the street to the residence.

Natural Gas: Southwest Gas Company, Ph. 877-860-6020, www.swg.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The minimum monthly service charge is \$10.70 plus tax. Purchaser will be required to pay an establishment fee of \$80.00 or a letter of credit and \$35.00 service fee

Water: Bermuda Water Company, Ph. 866-277-5515, www.utilitiesinc-usa.com or www.uiwater.com

The basic minimum monthly usage charge is approximately \$13.00 plus tax. Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. Purchasers will be required to pay a \$55.00 establishment fee or letter of credit and a \$35.00 service fee.

Sewage Disposal: EPCOR Water Services Ph. 623-815-3100, www.epcor.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The basic monthly service charge is \$56.55 per month. Purchaser will be required to pay an establishment fee of \$20.00.

Garbage Services: Provided by Allied Waste, (928) 758-0000, www.republicservices.com that presently has a \$40.77 per quarter service charge.

Subdivider/Master Developer has completed the extension of the utilities to the lot line.

PURCHASERS ARE ADVISED TO CONTACT THE ABOVE LISTED PROVIDERS REGARDING EXTENSION RULES, REGULATIONS, SERVICE CONNECTIONS, INSTALLATION CHARGES, ACCOUNT SET-UP FEES AND THE COSTS INVOLVED. COSTS ARE SUBJECT TO CHANGE BY THE SERVICE PROVIDERS.

STREETS, ROADS AND DRAINAGE

Access to the Subdivision: Asphalt paved public streets are complete. Maintenance provided by Mohave County. Purchasers cost is included in real property taxes.

Access within the Subdivision: Asphalt paved public streets are complete. Maintenance provided by Mohave County. Purchasers cost is included in real property taxes.

Street Lights: Not Applicable.

Flood and Drainage: No drainage facilities to be installed. Streets are designed to carry stormwater. Maintenance provided by Mohave County. Purchasers cost is included in real property taxes.

Arizona State Trust Land: The Arizona State Land Department administers over 9.3 million acres of State Trust Land. This is not public land. Trust land may be subject to future development and may not be preserved or saved for open space without compensation.

A person must have prior approval to use State Trust Land. Temporary recreational use is allowed with certain restrictions and conditions through purchase of a recreational permit. Use of State Trust Land without proper approval is a trespass.

MANY ROADS ON RURAL TRUST LANDS ARE NOT LEGAL TRAVEL ROUTES, EXCEPT FOR STATE LESSEES AND HUNTERS, AND DO NOT PROVIDE LEGAL ACCESS TO PRIVATE LAND. STATE TRUST LAND MAY BE SOLD OR LEASED FOR USES WHICH MAY EXCLUDE RECREATION. RECREATION IS A TEMPORARY USE THAT MAY BE TERMINATED AT ANY TIME.

For additional information, visit the State Land Department web page at www.land.state.az.us, or call (602) 542-4631.

LOCAL SERVICES AND FACILITIES

Schools: Fort Mojave Elementary School, (K-5), 1760 Joy Lane, Fort Mohave, Arizona is approximately a quarter mile from the project; Mohave Valley Junior High School, (6-8) 6565 Girard Avenue, Mohave Valley, Arizona is approximately five miles from the project; River Valley High School, 2250 E. Laguna Road, Mohave Valley, Arizona is approximately ten miles from the project.

SCHOOL BUS TRANSPORTATION WILL ONLY BE PROVIDED TO STUDENTS RESIDING OUTSIDE THE SCHOOLS DESIGNATED WALKING DISTANCE. PURCHASERS SHOULD CONTACT THE SCHOOLS TO DETERMINE THE AVAILABILITY OF SCHOOL BUS TRANSPORTATION.

PURCHASERS ARE ADVISED THAT SCHOOL BOUNDARIES AND SCHOOL BUS TRANSPORTATION MAY CHANGE. YOU SHOULD CONTACT THE MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT NO. 16 AT (928) 768-2507 AND COLORADO RIVER UNION HIGH SCHOOL DISTRICT NO. 2 AT (928) 768-1665 REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

Shopping Facilities: Grocery stores, drug store, dollar store and fast food restaurants are located approximately three miles from the project at the intersection of Highway 95 and Aztec Road.

Public Transportation: Public transportation is not available to this subdivision.

Medical Facilities: Valley View Medical Center is located within approximately two miles and Western Arizona Medical Center approximately fourteen miles from the subdivision.

Fire Protection: Fort Mohave Mesa Fire Department. Purchasers cost is included in real property taxes.

Ambulance Service: Ambulance service is available by dialing 911.

Police Services: Mohave County Sheriff's Department

LOCATIONS AND COSTS OF THE ABOVE SERVICES AND FACILITIES MAY CHANGE. YOU SHOULD VERIFY THEIR CURRENT LOCATIONS AND COSTS PRIOR TO PURCHASE.

ASSURANCES FOR MAINTENANCE OF IMPROVMENTS

Assurances for Maintenance of Subdivision Facilities: The subdivision has no common elements. The golf course is owned by the Fort Mojave Indian Tribe. Utility companies and Mohave County to maintain their respective facilities.

SUBDIVISION CHARACTERISTICS

Topography: Gently sloping to southwest

Flooding and Drainage: Subdivider advises this subdivision is not subject to any known flooding or drainage problems.

Glen L. Ludwig, P.E. of Ludwig Engineering Associates, Inc. in his letter dated April 15, 2014 states that:

→ Desert Lakes Estates and Golf Course is a recorded subdivision with tract numbers 4076-A thru 4076-H that consists of 575 home sites. The Final Plat of Tract 4076-A was recorded in 1988.

These home sites were constructed on graded and compacted pads. Drainage consideration included finished grading of the pads that slope away to the streets and golf course.

Desert Lakes Estates and Golf Course, including the subject tract had been designated as a flood channel with consideration of the home sites draining to the streets.

Soils: Subdivider advises this subdivision is not subject to expansive or subsidence soils. Soil consists of sand and gravel with mixture of silt with occasional cobbles.

Glen L. Ludwig, P.E. of Ludwig Engineering Associates, Inc. in his letter dated April 15, 2014 states that:

The soils of the site are granular and decomposed granite materials. Expansion or shrinkage of the soils when moistened is not considered to be a problem on these sites.

Adjacent Lands and Vicinity: The zoning surrounding the properties is predominantly R-O (Single-Family Residential/Manufactured Homes Prohibited) and R-1 (Single-Family Residential), with A-R (Agricultural-Residential) and R-E (Residential-Recreation) for most larger parcels over one acre in size. Golf course parcels in the Desert Lakes Golf Course are zoned S-D/C (Special Development/Commercial). Properties along State Highway 95 have mostly commercial zonings including C-2 (General Commercial), C-2H (General Commercial Highway Frontage) and C-MO (Commercial Manufacturing/Open Lot Storage). A block of properties on the north side of Lipan Boulevard between the Desert Lakes Golf Course and Estates and State Highway 95 are zoned M (General Manufacturing).

The Fort Mojave Indian Reservation lands are located within 5 miles of the project. On the Reservation land uses include agricultural, commercial, industrial and residential.

THIS SUBDIVISION IS LOCATED WITHIN FIVE MILES OF AN AMERICAN INDIAN RESERVATION. ACTIVITIES ON THE RESERVATION INCLUDE OR MAY INCLUDE OPEN RANGE, AGRICULTURAL OPERATIONS, AIRCRAFT OPERATIONS, INDUSTRIAL OPERATIONS AND DAIRY FARMS. A RESERVATION HAS ITS OWN LAWS GOVERNING THE LAND WITHIN ITS BOUNDARIES. THESE MAY INCLUDE TRESPASSING, DUMPING, ARCHAEOLOGY, HUNTING, FISHING, ETC. IN ADDITION, CERTAIN AREAS OF THE RESERVATION MAY BE NONPUBLIC-CLOSED AREAS WHICH REQUIRE SPECIAL PERMISSION TO ENTER. THOROUGHFARES AND ROADS ON THE RESERVATION MAY NOT BE AVAILABLE FOR PUBLIC USE.

Natural Gas: A high pressure gas line is located on and/or along Mountain View Road, along the eastern boundary of the subdivision.

High Voltage Lines: There are no high voltage power lines nor substations existing or proposed within the boundary of the subdivision or within a half mile of the subdivision boundary.

SUBDIVISION USE AND RESTRICTIONS

Use: This offering is for Improved lots with dwellings
Zoning: Single Family Residential

➔ **Conditions, Reservations and Restrictions:** Recorded Declaration Covenants, Conditions, and Restrictions.

Restrictions and Other Matters of Record: Conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by you. Copies of those items which are recorded may be inspected at the Office of the Mohave County Recorder. Information about zoning may be obtained at the Office of the Mohave County Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat.

AIRPORTS

Airport: Laughlin Bullhead Airport is located approximately 16 miles north of the subdivision. Sun Valley Airport, private airport located approximately 1 mile to the east.

SUBDIVISION IS LOCATED WITHIN TERRITORY IN THE VICINITY OF LAUGHLIN BULLHEAD AIRPORT. FLIGHTS MAY PRODUCE AIRCRAFT NOISE AS A RESULT OF FLIGHT OPERATIONS.

TITLE

Title to this subdivision is vested in Glen L. Ludwig and Pearle A. Ludwig, Trustees of the Ludwig Family trust dated December 15, 1989 as to Lot 35, Block A; Lot 53 Block B; Lot 14, Block C; Lots 7, 12, 13, and 42 Block E; and Lot 2, Block H; and Fairway Constructors as to Lot 67, Block B, and Lot 3 Block E. All lots are located within Tract 4076-A.

Subdivider's interest in Fee owner

Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights of way, liens, and charges of record. **YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND.** Title exceptions affecting the condition of title are listed in the Preliminary Title Report dated May 18, 2014 issued by Chicago Title Insurance Company. **You should obtain a title report and determine the effect of the listed exceptions.**

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

METHOD OF SALE OR LEASE

Sales: Sales will be processed by an Arizona licensed escrow and title company engaged in business in Mohave County, Arizona. Title to the property will be conveyed to Buyer at the close of escrow. Escrow will not close before a certificate of occupancy issues.

Upon execution of the purchase contract, Buyer will be required to deposit earnest money into escrow. This earnest money deposit is non-refundable and will be immediately released from escrow and paid to Seller. These sums represent costs to be incurred to draw plans and specifications and are included in the sales price. The balance of the purchase price must be paid into escrow on or before the closing date.

YOU ARE ADVISED THAT EARNEST MONEY DEPOSITS, DOWN PAYMENTS AND OTHER ADVANCED MONEY WILL NOT BE PLACED IN A NEUTRAL ESCROW. SUCH MONEY WILL BE PAID DIRECTLY TO THE SELLER AND MAY BE USED BY THE SELLER. THIS MEANS THE PURCHASER ASSUMES A RISK OF LOSING SUCH MONEY IF THE SELLER IS UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THE PURCHASE CONTRACT.

Use and Occupancy: Purchaser's will be able to occupy their lots upon close of escrow and recordation of the deed.

Leasehold Offering: Will any of the property be leased? Yes No

THE PURCHASE CONTRACT IS A BINDING AGREEMENT. CONTRARY TO THE TERMS AND PROVISIONS OF THE CONTRACT, YOU MAY HAVE ADDITIONAL RIGHTS, REMEDIES AND WARRANTIES PROVIDED BY LAW. READ THOROUGHLY BEFORE SIGNING. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE PRIOR TO COMMITMENT TO PURCHASE.

TAXES AND ASSESSMENTS

Real Property Taxes: The combined primary and secondary property tax rate for this subdivision for the year 2013 is \$13.40 per \$100.00 assessed valuation. The estimated property tax for an improved lot (lot with dwelling), based on the above tax rate and average sales price of \$165,000.00, is \$1,769.00.

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

Schedule B

1. Unpatented mining claims; water rights, claims or title to water; reservations or exceptions in patents or in acts authorizing the issuance thereof, including but not limited to those shown in the Patent to said land, whether or not of public record.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2014.
3. Taxes and assessment collectible by the County Treasurer for the Tax year 2013.
4. The liabilities and obligations against said land by reason of its inclusion within the boundaries of the following districts.: MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT; COLORADO RIVER UNION HIGH SCHOOL DISTRICT; FORT MOJAVE MESA FIRE COMPANY DISTRICT and MOHAVE VALLEY IRRIGATION and DRAINAGE DISTRICT.
5. Easements, set-backs, reservations and restrictions, as shown on the recorded plat of said subdivision.
6. All matters set forth in Covenants, Conditions and Restrictions in the Declaration of Restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income, or national origin, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as contained in instrument recorded in Book 1554 of Official Records, page 197.
7. The reservation of all oil, gas, coal and other minerals in said land, together with the right to extract the same, but only from a depth of 500 feet below the surface thereof, as set forth in Deeds recorded in Book 96 of Deeds, page 73, and in Book 1517 of Official Records, page 367.
8. The effect, if any, of said land lying within a Flood Prone Area.

NOTE: No further matters affecting the subject property appears of record in the indices of Mohave County through the date of this report

Exhibit 2
Fairway Estates Preliminary Map
Final Plats for Phases of Development
Clubhouse Property Tax Statement

AMENDED
FAIRWAY ESTATES
PHASE I

TRACT N^o 4097-A

Rec. Dec. 18, 1990 Fee N^o 90-85309
Amen. Rec. Aug. 28, 1991 Fee N^o 91-45985

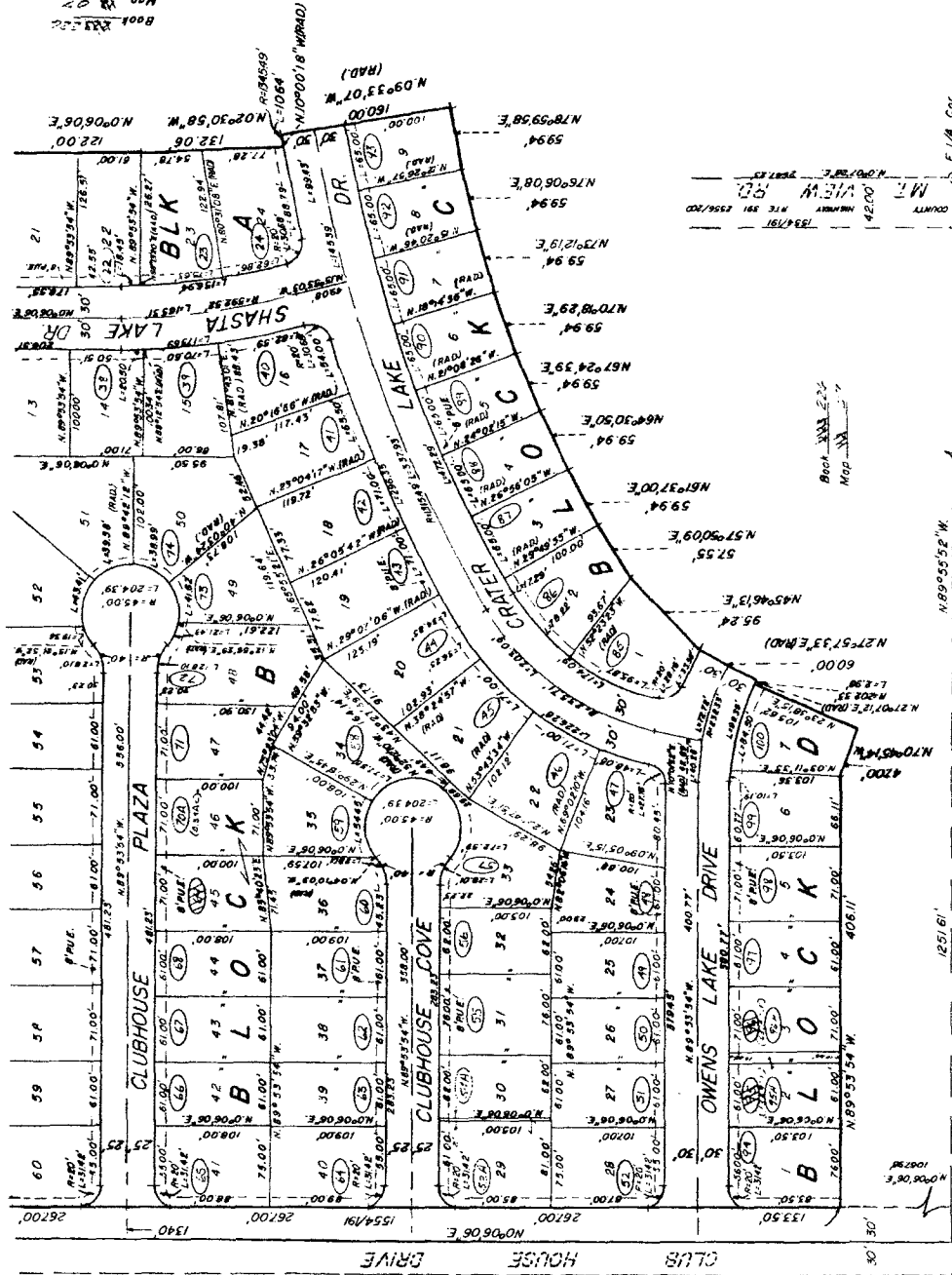
Book XXX 226
Map XXX 15

BOOK 226
MAP 15
2 of 2

Code 1621

OLD BOOK 223
MAP 69
2 of 2

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



Book XXX 226
Map XXX 15

DESERT LAKES GOLF COURSE & ESTATES
TRACT N^o 4076-A

19 N., 22 W., 35

Date Dec. 12, 1990

MOHAVE COUNTY
ASSESSOR'S MAP

Sec. 35

DESERT LAKES GOLF COURSE & ESTATES TRACT N^o 4076-A
Book XXX 226
Map XXX 15

19 N., 22 W., 35

Date Dec. 12, 1990

AMENDED
 FAIRWAY ESTATES
 PHASE I
 TRACT 4148-A

BOOK 226
 MAP 17
 Code 1621
 OLD BOOK 223
 MAP 73

Rec. Oct. 19, 1992 Fee No 92-57505
 Amn. Rec. Mar. 23, 1993 Fee No 93-14955

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

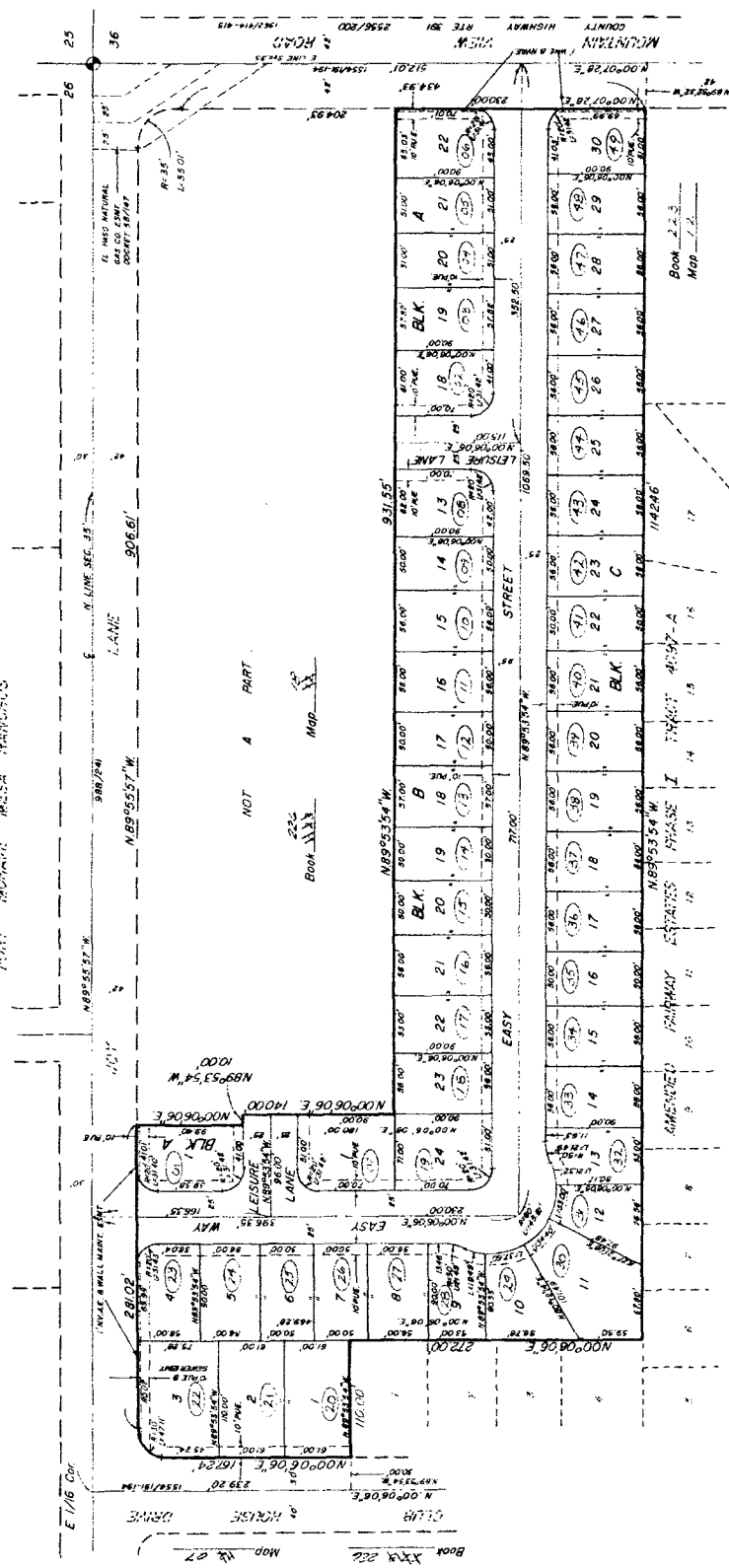
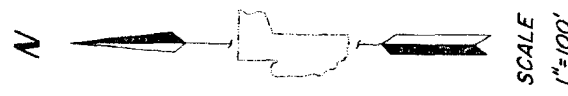
NVAE=Non Vehicular Access Easement
 WME=Walk Maintenance Easement

Book XXX 227
 Map. XIV 15

POINT MODERNE MESA TRANCOSYS

NOT A PART
 Book XXX 222
 Map. XV 4

Book XXX 226
 Map. XVII 45



19N., 22W., 35
 Date Oct. 19, 1992

MOHAVE COUNTY
 ASSESSOR'S MAP

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

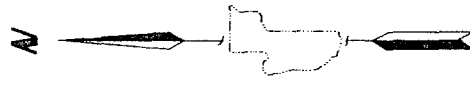
FAIRWAY ESTATES
PHASE II
TRACT 4148-B

Rec. April 14, 1993

Fee No 93-19882

BOOK 226
MAP 18
Code 1421

OLD BOOK 223
MAP 74



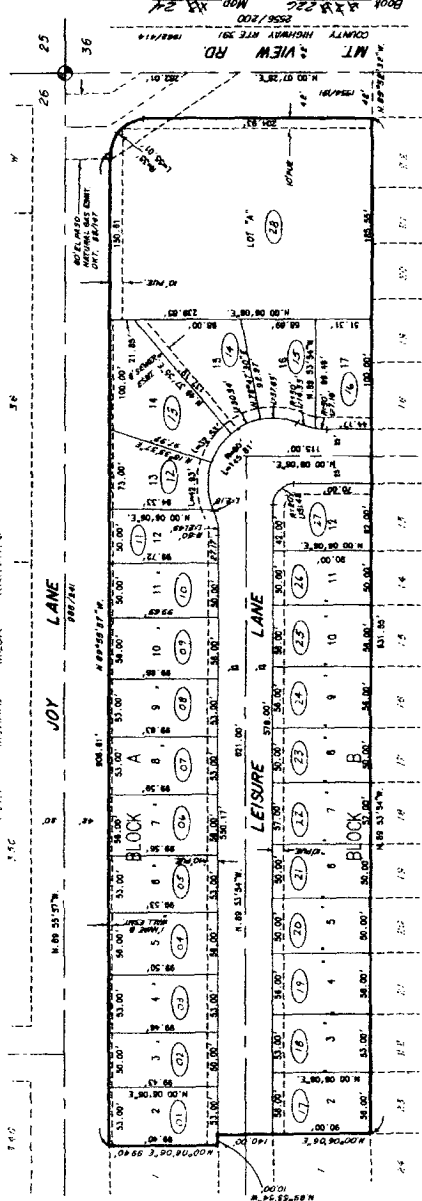
SCALE
1"=100'

Book 227
Map 15

INCHMAN MESA HIGHWAYS

JOY LANE

LEISURE LANE



Book 226
Map 17

FAIRWAY ESTATES PHASE I TRACT 4148-A

Book 226
Map 17

MOHAVE COUNTY
ASSESSOR'S MAP

19N., 22W., 35
Date Dec 17, 2004



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



FAIRWAY ESTATES HOME OWNERS
 ASSOCIATION
 3900 FRONTAGE ST #1
 BULLHEAD CITY, AZ 86442

Assessor Description: Section: 35 Township: 19N Range: 22W
 FAIRWAY ESTATES PHASE II TRACT 4097B PARCEL A CONT 3.48
 AC
 Situs Address: 5735 S MOUNTAIN VIEW RD

THANK YOU FOR YOUR PROMPT PAYMENT

TREASURY ACCOUNT #	PARCEL #	TAX AREA	TAX RATE PER \$100 ASSESSED VALUE			
R0107950	22616029	1621	12.7357			
ASSESSMENT	VALUE IN DOLLARS	LEGAL CLASS ASSMT%	ASSESSED VALUE	EXEMPT AMOUNT	TAX RATE	TAX
TAXABLE PROPERTY VALUE	500	10.0	50	0	12.7357	6.38
TAXABLE PERSONAL PROP VALUE	0	0.0	0	0	12.2357	0.00
TAXABLE PROPERTY VALUE TOTAL	500		50	0		\$6.38
2018 TAXES	2019 TAXES	TAXING AUTHORITY	PHONE #S	% of TAX		
0.98	0.98	MOHAVE COUNTY	(928) 753-0735	8.42%		
0.24	0.23	STATE SCHOOL TAX EQUALIZATION	(928) 753-5678	1.98%		
1.08	1.00	MOHAVE VALLEY SD #16	(928) 768-2507	8.59%		
1.01	0.95	COLORADO RIVER UNION HS #2	(928) 788-1405	8.16%		
0.67	0.66	MOHAVE COMMUNITY COLLEGE	(928) 757-4331	5.67%		
1.63	1.62	FT MOHAVE MESA FD	(928) 768-9181	13.92%		
0.05	0.05	FIRE DIST ASSIST FUND	(928) 753-0735	0.43%		
0.14	0.14	MOHAVE COUNTY LIBRARY DISTRICT	(928) 692-5763	1.20%		
0.26	0.26	MOHAVE COUNTY FLOOD CONTROL DI	(928) 757-0925	2.23%		
0.01	0.02	MO CO TV CID	(928) 753-0729	0.17%		
0.03	0.02	WESTERN AZ VOCATION ED DIST	(928) 753-0747	0.17%		
0.27	0.26	SECONDARY SD#16 BUDGET OVERRID	(928) 768-2507	2.23%		
0.15	0.19	CRUHS#2 CLASS B BONDS	(928) 788-1405	1.63%		
5.26	5.26	MOHAVE VALLEY IRRIG & DRAIN DI	(928) 768-3325	45.19%		
\$11.78	\$11.64	TOTAL		100%		

2019 TAX SUMMARY	
For the period of January 1 - December 31, 2019	
Total Tax	\$6.38
Special District	5.26
LESS: State Aid	0.00
LESS: Prepay	0.00
TOTAL DUE	\$11.64

PAYABLE UPON RECEIPT

SEE PAYMENT STUB FOR DUE DATE

Mail your check with the corresponding payment stub to:

MOHAVE COUNTY TREASURER
PO BOX 712
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 3

Land Division Regulation 3.8 Final Plat

(Highlighted text by Development Services)

Exhibit 3

Final Plat

3.8 Final Plat

A. Purpose.

The final plat serves as the legal document that, upon recordation, establishes the official survey and platting of a subdivision. The final plat shall include all detail necessary to accurately and completely establish the lots, parcels, rights-of-way, easements, common areas, street names and numbering, dimensions, bearings, and monumentation of all elements included in the subdivision design, and shall also effect the dedication of any public roadways or parcels, any private roadways or parcels, and the granting of any easements.

B. Final Plat Processing.

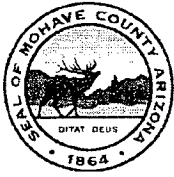
1. The initial submittal of a Final Plat of a subdivision, or Final Plats for phases thereof, and corrected Final Plats, must be submitted for processing within six (6) years following the approval of a preliminary plat by the Board of Supervisors. Additional extensions of time to submit the initial or corrected Final Plats will be based on the Approved Preliminary Plat period of approval, as it may be extended. This Paragraph does not apply to Type II, Condominium or Commercial subdivisions.
2. Final Plats shall be prepared by or under the direction and supervision of the project surveyor and project engineer, and shall be issued under their seals and signatures.
3. The layout and design of the subdivision final plat shall substantially conform to the approved preliminary plat. These may include the correction of dimensions, bearings, and other technical information; the addition to or the deletion from the plat of minor easements; or other similar minor adjustments, which in the determination of the Director do not adversely impact or materially affect the subdivision design.
4. For each proposed phase in an approved preliminary plat (tract), a separate final plat must be submitted for review and processing.
5. A final plat shall be submitted for each proposed phase. Each subdivision phase must be able to function independently when constructed according to the Land Division Regulations. Each subdivision phase shall be identified by an alphabetical suffix starting with the letter "A," and with each final plat using the basic, assigned tract number. Sub-phasing of subdivisions (and any submittal component thereof), e.g., "Tract 1234-A1," is prohibited by these regulations.
6. The final plat shall be prepared in accordance with these regulations and any other applicable regulation, ordinance, state, or federal law.

Exhibit 4

RFPI for Mr. Azarmi's positions with the County

Page from the December 12, 2018 P&Z Commission Meeting Minutes

2 pages - Emphasis supplied by encircling,
underscoring, and arrows.



MOHAVE COUNTY DEVELOPMENT SERVICES

Exhibit 4
2pgs

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 Manager

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:

What Positions has Mehdi Azar mi held with the County from 1991 to the present. What financial compensation has he received for each of the years of his service including travel reimbursement. Who appointed/recommended him and/or hired him for his services.

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: 2-26-2020

Contact Information: Phone: 928-768-1537
Address: 1803 E. Lipan Circle
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, Administrative 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 _____

Chris Ballard stated that Counsel had recommended the motion be “to amend the bylaws per staff recommendations and add in the clarification of Robert’s Rules as discussed”.

Commissioner Bruehl stated “so moved”, Commissioner Abbott seconded. Motion carried.

Commissioner Abbott asked if there needed to be a separate motion regarding the Call to the Public. Ms. Ballard stated that staff had recommended the change to the Call to the Public, and when Commissioner Bruehl had added “per staff recommendations” to her motion, it covered the change to the Call to the Public as well.

08. Election of Chairman

Chairman Azarmi thanked the Commission for almost 15 years served on the Commission and stated that it was time for him to retire. He thanked the staff for their support and their work preparing for the meetings, and for their recommendations on the many items brought forth. He wished everyone a very Merry Christmas and a Happy New Year.

Commissioner Abbott stated that he wanted to thank Chairman Azarmi for his contributions to the Commission, both as Vice-Chair and then Chairman. He stated that he had gone above and beyond the job given to the Commission in giving recommendations to the Board of Supervisors.

Ms. Ballard reminded the Commission that the election of the new Chairman to start in January was on the agenda.

Chairman Azarmi opened the floor for nominations for Chairman.

Commissioner Bruehl nominated Vice-Chairman, Mychal Gorden to serve as Chairman. Commissioner Walker seconded.

Commissioner Gorden stated that he would accept the nomination so long as he had a good Vice-Chairman to back him up, and that he would try not to miss any meetings as Chairman. He stated that he also echoed the gratitude and praise given for Chairman Azarmi and his dedication to the Commission.

Chairman Azarmi stated there was a motion and a second for Commissioner Gorden to be the new Chairman for the commission. **Motion carried unanimously.**

Ms. Ballard stated that selecting a new Vice-Chairman, to replace Commissioner Gorden, would be placed on the Agenda for the next meeting, January 9, 2019.

Tim Walsh, Director of Development Services for Mohave County, stated that he too would like to thank Chairman Azarmi for his service to the County on various committees. He added that it was impressive the time and effort he had put towards the County, in general. He added that the County would be hard pressed to find an ordinance that did not have the Mehdi Azarmi fingerprint all over them. He added that with his time donated to help improve the County, spent on the General Plan, the Zoning Ordinance and the Land Division Regulations, he could not thank him enough for his efforts and time spent with the Commission.

09. Monthly reports. - NONE

Exhibit 5

Pertinent pages from Mr. Azarmi's Applications to the Board
(6 pages).



MOHAVE COUNTY APPLICATION APPOINTMENT TO BOARDS OR COMMISSIONS

Please return completed application to:
MOHAVE COUNTY CLERK OF THE BOARD'S OFFICE
700 W. BEALE ST, P.O. BOX 7000, KINGMAN, AZ 86402-7000

P-2
Exhibit 15

Phone: 928-753-0731, Extension 4731

Fax: 928-753-0732

TDD: 928-753-0726

The application form must be completed in sufficient detail to allow comprehensive review and evaluation. Issuance or acceptance of this application form does not create an obligation in any manner for Mohave County. In no case shall acceptance of an application constitute assurance of consideration, and an applicant may be required to submit additional application information to be considered for appointment to a Mohave County board or commission.

POSITION FOR WHICH YOU ARE INTERESTED IN SERVING ON (Check more than one if you wish):

<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Board of Health
<input type="checkbox"/>	Building Code Advisory Board	<input type="checkbox"/>	Extension Advisory Board
<input type="checkbox"/>	Industrial Development Authority	<input type="checkbox"/>	Library - Citizens Advisory Board
<input type="checkbox"/>	Merit Commission	<input type="checkbox"/>	Parks Advisory Committee
<input checked="" type="checkbox"/>	Planning and Zoning Commission	<input type="checkbox"/>	Self Insurance Retention/Employee Benefit Trust
<input type="checkbox"/>	Public Land Use Committee	<input type="checkbox"/>	Workforce Investment Board
<input type="checkbox"/>	Transportation Commission	<input type="checkbox"/>	Other (Please indicate):
<input type="checkbox"/>	Youth Council		

NOV 14 2008

2. AZARMI MEHDI CLERK OF THE BOARD
LAST NAME FIRST NAME MI

3. 1896 Clear Lake Dr. Fort Mohave Az. 86426
STREET ADDRESS CITY STATE ZIP

Same
MAILING ADDRESS (if different from above) 8368 CITY STATE ZIP

4. HOME PHONE: 928-768-8368 WORK / CELL PHONE: 928-303-4443

5. MESSAGE CONTACT: Tracy Weisz 5508 S. Clubhouse Dr. 928-768-4443
NAME ADDRESS PHONE #

7. Are you a registered voter? YES NO 8. Do you live in the County Limits? YES NO

9. Do you live in the city limits? YES NO; If YES, identify which city: _____

10. Are you available for evening meetings? YES NO

11. Are you available for early morning meetings? YES NO

12. Are you available for lunch meetings? YES NO

13. Are there any days of the week you are not available for any meetings? YES NO;
If YES, identify which day(s) you are not available: MON TUE WED THU FRI

14. If appointed, please indicate which address you wish your mail to be sent: WORK/BUSINESS HOME
Work/Business Address: 5508 S. Clubhouse Dr., Fort Mohave, AZ 86426

15. Have you been known to previous schools, employers or references by another name? YES NO
If yes, please provide name(s) _____

16. If you possess a valid driver's license, check the class number and complete the following:

Commercial Driver's License (CDL): A B C List Special Endorsements _____
Other Driver's License: D M MISC.-Please Specify: _____ Driver's License _____ State: AZ

Have you ever been convicted of a violation of the law including moving traffic violations? You must answer yes if you have any convictions, in any state, no matter how long ago, whether felony or misdemeanor, even if they have been set aside, vacated, pardoned, expunged, dismissed or appealed, whether or not your civil rights were restored, you successfully completed probation, went to trial, entered a guilty plea or a no contest plea? YES NO

If yes, please explain all convictions as accurately and completely as possible. Convictions will be evaluated in relation to the particular appointment to a board or commission for which you are applying for and will not necessarily disqualify you for an appointment (Attach additional sheets as necessary).

PLEASE NOTE: Prior to considering an appointment to a Board or Commission, Mohave County will require you to undergo and pass a thorough background investigation for the purpose of having a criminal history review. Any false statement or omission will be considered falsification of your application and grounds for immediate non-consideration of an appointment to a Mohave County Board or Commission.

EDUCATION & TRAINING

8. ELEMENTARY AND SECONDARY EDUCATION: Did you receive a High School Diploma or G.E.D.? YES NO

9. COLLEGE AND TRADE SCHOOLS:

NAME & LOCATION	CREDIT HOURS	MAJOR	TYPE OF DEGREE	DEGREE AWARDED
Lawrence Tech. University	220	Construction Engineering	B.S.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Wayne State University	33	Civil Engineering	M.S.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
				<input type="checkbox"/> YES <input type="checkbox"/> NO

20. List appointment-related licenses, registrations, certificates or professional memberships: (Copy must be attached if a requirement of the appointment for which you are applying)

DESCRIPTION	NUMBER / STATE ISSUING	EXPIRES
AGCE	Michigan	NA

21. MILITARY SERVICE: YES NO If "YES", please complete the following:
 Branch of Service: _____ Date Entered: _____ Date Separated: _____
 Are you currently a member of a U.S. Reserve or National Guard unit? YES NO
 If "YES", list current assignment: _____

22. EMPLOYMENT HISTORY: Beginning with your current or most recent employer (including volunteer experience), list your employers and volunteer service for the last 10 years of employment/service. Provide complete and accurate addresses of former employers and agencies to which you volunteered. Attach additional sheets as necessary. You may include a resume; however, the employment history section must be fully completed **UNLESS YOUR RESUME PROVIDES ALL OF THE INFORMATION REQUESTED BELOW.**
 MAY WE CONTACT YOUR PRESENT EMPLOYER? YES NO

A. Company: Fairway Const. Inc. Phone Number: 928 768 4443
 Address/City/State: 5508 Clubhouse Dr. Fort Mohave, AZ. 86426
 Start Date: 1990 End Date: in business
 Your Title: Exec. Vice President & Project Mgr. Duties (be specific): Proj. Mgmt. / Investment / Feasibility study / marketing Analysis / Construction Mgmt. / Subcontract Marketing
 Reason for Leaving: NA
 Name of Supervisor/Reference Contact: NA Phone Number: 928 768 4443

26. Have you ever or are you now on any public Boards and/or Commissions or Committees? YES NO
 If YES, please list the Boards/Commissions/Committees, including length of service:

BOARD/COMMISSION/COMMITTEE	LENGTH OF SERVICE (DATES)
Chairman of the Code Advisory Board Mohave County	2008
member of the Code Advisory Board Mohave County	2004 to 2008
Committee to revise Land use of Mohave County	2006 to 2008

27. In what way do you feel you will benefit the Public by serving on the particular Board(s) or Commission(s) you have selected in Question #1?

25 years experience in development / Civil engineering background / Built two subdivisions in Mohave County / Knowledgeable about the current Mohave County P.L.U. / Board & Committee member

28. REFERENCES: Give names and addresses of three people, not relatives, who have knowledge of your skills, experience and abilities.

	NAME	BUSINESS/OCCUPATION	ADDRESS	PHONE
1.	Chuck Dewick	Territorial Eng.		()
2.	Larry Sinagoga	Developer		(762) 282-6288
3.	Eben Ludwig	Civil Engineer		(909) 882-1282 1800-872-1282

READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN
Application IS INVALID unless SIGNED BY THE APPLICANT

I certify that the facts set forth on this application are true and complete, and I understand any misrepresentation shall be sufficient to remove my application from consideration.

Please Initial/Date: Ma 11/10/08

I authorize Mohave County and any agent acting on its behalf to conduct an inquiry into any information related to my application, which may include a criminal background check. If selected to a Board or Commission, all personal data (except Social Security Number) will become a matter of public record, subject to public disclosure laws pursuant to ARS § 39-121.

Please Initial/Date: Ma 11/10/08

I certify that I understand, if appointed to a Board or Commission, I am subject to Arizona Open Meeting Law pursuant to ARS § 38-431, and conflict of interest as outlined in ARS § 38-503, and the requirements of ARS § 38-201 (D) and (E) requiring compliance with the Federal Military Selective Service Act, 50 U.S.C. § 453, or that I am exempt from the same.

Please Initial/Date: Ma 11/10/08

If selected, I will be provided specific information relevant to the above referenced Arizona Revised Statutes.

The process of my selection may include interviews by the Board or Commission that I wish to join, as well as, an interview by the full Board of Supervisors, and an official vote for or against my appointment, in a regularly scheduled Board of Supervisors meeting.

Signature (Do not print): Mehdi Ag...

Date: 11/10/08

RECEIVED

DEC 12 2012

CLERK OF THE BOARD



**MOHAVE COUNTY APPLICATION
APPOINTMENT TO BOARDS OR COMMISSIONS**

Please return completed application to:
**MOHAVE COUNTY CLERK OF THE BOARD'S OFFICE
700 W. BEALE ST, P.O. BOX 7000, KINGMAN, AZ 86402-7000**

Phone: 928-753-0731, Extension 4731
TDD: 928-753-0726

Fax: 928-753-0732

The application form must be completed in sufficient detail to allow comprehensive review and evaluation. Issuance or acceptance of this application form does not create an obligation in any manner for Mohave County. In no case shall acceptance of an application constitute assurance of consideration, and an applicant may be required to submit additional application information to be considered for appointment to a Mohave County board or commission.

1. POSITION FOR WHICH YOU ARE INTERESTED IN SERVING ON (Check more than one if you wish):

<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Board of Health
<input checked="" type="checkbox"/>	Building Code Advisory Board	<input type="checkbox"/>	Extension Advisory Board
<input type="checkbox"/>	Industrial Development Authority	<input type="checkbox"/>	Library - Citizens Advisory Board
<input checked="" type="checkbox"/>	Merit Commission	<input type="checkbox"/>	Parks Advisory Committee
<input checked="" type="checkbox"/>	Planning and Zoning Commission	<input type="checkbox"/>	Self Insurance Retention/Employee Benefit Trust
<input type="checkbox"/>	Public Land Use Committee	<input type="checkbox"/>	Workforce Investment Board
<input type="checkbox"/>	Transportation Commission	<input type="checkbox"/>	Other (Please indicate):
<input type="checkbox"/>	Youth Council	<input type="checkbox"/>	

2. AZARMI MEHDI
LAST NAME FIRST NAME MI

3. 1896 Clear Lake Dr. Fort Mohave Az. 86426
STREET ADDRESS CITY STATE ZIP

5890 Hwy 95 # B Fort Mohave AZ. 86426
MAILING ADDRESS (if different from above) CITY STATE ZIP

4. HOME PHONE: (928) 768-8368 WORK / CELL PHONE: (929) 303-4443

5. MESSAGE CONTACT: Tracy Weisz 5890 Hwy 95 (928) 768-4443
NAME ADDRESS PHONE #

6. EMAIL ADDRESS: mehdi@fairwayconstructors.com

7. Are you a registered voter? YES NO 8. Do you live in the County Limits? YES NO

9. Do you live in the city limits? YES NO; If YES, identify which city: _____

10. Are you available for evening meetings? YES NO

11. Are you available for early morning meetings? YES NO

12. Are you available for lunch meetings? YES NO

13. Are there any days of the week you are not available for any meetings? YES NO;
If YES, identify which day(s) you are not available: MON TUE WED THU FRI

14. If appointed, please indicate which address you wish your mail to be sent: WORK/BUSINESS HOME
Work/Business Address: 5890 Hwy 95 # B, Fort Mohave, Az. 86426

15. Have you been known to previous schools, employers or references by another name? YES NO
If yes, please provide name(s) _____

16. If you possess a valid driver's license, check the class number and complete the following:
Commercial Driver's License (CDL): A B C List Special Endorsements _____
Other Driver's License: D M MISC.-Please Specify: _____ Driver's License # 005362153 State: Az.

17. Have you ever been **convicted of any violation of the law** including moving traffic violations? You must answer yes if you have any convictions, in any state, no matter how long ago, whether felony or misdemeanor, even if they have been set aside, vacated, pardoned, expunged, dismissed or appealed, whether or not your civil rights were restored, you successfully completed probation, went to trial, entered a guilty plea or a no contest plea? YES NO

If yes, please explain **all** convictions as accurately and completely as possible. Convictions will be evaluated in relation to the particular appointment to a board or commission for which you are applying for and will not necessarily disqualify you for an appointment (Attach additional sheets as necessary).

PLEASE NOTE: Prior to considering an appointment to a Board or Commission, Mohave County will require you to undergo and pass a thorough background investigation for the purpose of having a criminal history review. Any false statement or omission will be considered falsification of your application and grounds for immediate non-consideration of an appointment to a Mohave County Board or Commission.

EDUCATION & TRAINING

18. ELEMENTARY AND SECONDARY EDUCATION: Did you receive a High School Diploma or G.E.D.? YES NO

19. COLLEGE AND TRADE SCHOOLS:

NAME & LOCATION	CREDIT HOURS	MAJOR	TYPE OF DEGREE	DEGREE AWARDED
Wayne State U. Detroit, Mich.	33	M.S. in Civil Eng.	Master	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Lawrence Tech. University	210	B.S. in Const. Eng.	B.S.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Wayne State U.		Industrial Eng.	Minor	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

20. List appointment-related licenses, registrations, certificates or professional memberships: (Copy must be attached if a requirement of the appointment for which you are applying)

DESCRIPTION	NUMBER / STATE ISSUING	EXPIRES

21. MILITARY SERVICE: YES NO If "YES", please complete the following:
 Branch of Service: _____ Date Entered: _____ Date Separated: _____
 Are you currently a member of a U.S. Reserve or National Guard unit? YES NO
 If "YES", list current assignment: _____

22. EMPLOYMENT HISTORY: Beginning with your current or most recent employer (including volunteer experience), list your employers and volunteer service for the last 10 years of employment/service. Provide complete and accurate addresses of former employers and agencies to which you volunteered. Attach additional sheets as necessary. You may include a resume; however, the employment history section must be fully completed **UNLESS YOUR RESUME PROVIDES ALL OF THE INFORMATION REQUESTED BELOW.**
 MAY WE CONTACT YOUR PRESENT EMPLOYER? YES NO

A. Company: Fairway Constructors Inc. Phone Number: 928 768 4443
 Address/City/State: 3840 Hwy 95, Ft. Mohave, Az. 86426
 Start Date: 01 89 End Date: NA
 Your Title: Vice President & Project Mgr. Duties (be specific): All aspects of Business, Marketing & Management
 Reason for Leaving: NA / Currently Employed
 Name of Supervisor/Reference Contact: NA Phone Number: 928 768 4443

26. Have you ever or are you now on any public Boards and/or Commissions or Committees? YES NO
 If YES, please list the Boards/Commissions/Committees, including length of service:

BOARD/COMMISSION/COMMITTEE	LENGTH OF SERVICE (DATES)
PEZ Commissioner Mohave County	4 years +
Code Advisory Board	6 years +
Mohave Valley Park Board / Project Mgr.	3 years +
BREDA board Member	2 years +

27. In what way do you feel you will benefit the Public by serving on the particular Board(s) or Commission(s) you have selected in Question #1?

As a long time developer/Builder fully understand land use ordinance to help make the right recommendations to the board.
 As a long time Builder / built over 700 houses & commercial buildings and fully aware of the evolution of building codes over the past 30 years.

28. REFERENCES: Give names and addresses of three people, not relatives, who have knowledge of your skills, experience and abilities.

	NAME	BUSINESS/OCCUPATION	ADDRESS	PHONE
1.	Buster Johnson	Mohave County Supervisor		()
2.	Gary Watson	Mohave County Supervisor		()
3.	Tom Sackwell	Mohave County Supervisor		()

READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN
Application IS INVALID unless SIGNED BY THE APPLICANT

I certify that the facts set forth on this application are true and complete, and I understand any misrepresentation shall be sufficient to remove my application from consideration.

Please Initial/Date: Melodi Aguirre

I authorize Mohave County and any agent acting on its behalf to conduct an inquiry into any information related to my application, which may include a criminal background check. If selected to a Board or Commission, all personal data (except Social Security Number) will become a matter of public record, subject to public disclosure laws pursuant to ARS § 39-121.

Please Initial/Date: Melodi Aguirre

I certify that I understand, if appointed to a Board or Commission, I am subject to Arizona Open Meeting Law pursuant to ARS § 38-431, and conflict of interest as outlined in ARS § 38-503, and the requirements of ARS § 38-201 (D) and (E) requiring compliance with the Federal Military Selective Service Act, 50 U.S.C. § 453, or that I am exempt from the same.

Please Initial/Date: Melodi Aguirre

If selected, I will be provided specific information relevant to the above referenced Arizona Revised Statutes.

The process of my selection may include interviews by the Board or Commission that I wish to join, as well as, an interview by the full Board of Supervisors, and an official vote for or against my appointment, in a regularly scheduled Board of Supervisors meeting.

Signature (Do not print): Melodi Aguirre

Date: 12/10/12

Exhibit 6

Pertinent pages from Letter by Chief Planner Voigt
And Response from Planner (4 pages)

Encircled text by Plaintiff

Exhibit 6

Letter to: Holland West, Inc.
Page 3

December 17, 1990

FROM THE MOHAVE COUNTY PLANNING AND ZONING DEPARTMENT:

- 1) If it is your intent to leave the design as presented, then a Petition of Exception request is also required for center to center distance, Joy Lane - Club House Drive. (See Public Works comment, #6)
- 2) Club House Way (name) cannot go in two directions. The westerly portion, extending north/south, should be Wishing Well Way (for house numbering purposes).
- 3) When the statements for intended improvement by the developer is submitted, include construction of a six (6) foot high, block wall fence:
 - a. along the Vehicle Non Access Easement lines (except at intersections), and
 - b. around the well sites, and
 - c. along the boundary between this Tract and the school site.
- 4) Delete reference to Tract 4076-F. You can use "Desert Lakes F", as a title, but the Tract number is 4132.
- 5) Provide us with the status and ownerships of the well sites.
- 6) The statement on the map indicates that the lots are intended for single family uses. The existing zoning is R-M (Multiple-Residential). The lots, once created under the R-M zone would mean that an ultimate owner could ask for duplex or multiple family uses.
- 7) The owner/developer should either request rezoning to R-O (Single Family Residential/Mobile Homes Prohibited) zoning, or a commitment in the statement of improvements to utilities, of at least four (4) times the density for single family uses.
- 8) Single family uses, in other zones, should abide by single family setbacks.

to 2
change.

Letter to: Holland West, Inc.
Page 4

December 17, 1990

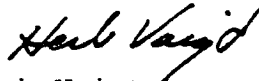
Comments from Mohave County Planning and Zoning continued:

- 9) In screening the well sites in the Planning and Zoning comment #3, above, some solution must be presented for separating that portion of Parcel "A" that serves as an access to the well site from the contiguous lots.

I am aware that some of the comments from the Public Works Department, on Mountain View Road, etal. seem distant. I would suggest direct contact with their office regarding these matters.

If you have any questions or need additional information, please do not hesitate to contact this office.

Sincerely,



Herb Voigt
Principal Planner

HV:rr

3. The F.E.M.A. flood hazard zone for the entire area and the F.E.M.A. map is in the drainage report.
4. The 20' drainage easement is shown on the drainage plan.
5. We agree that "This subdivision etc." see page 5 of the drainage study.
6. See planning response item number 6-7.
7. The drainage report included both historic and developed flows of which,

$Q_{100} = 13.7$ cfs (Historic)
 $Q_{100} = 17.8$ cfs (Developed)

We feel that an increase of 4 cfs is inconsequential.

Plannings responses to Planning and Zoning Department comments of December 17, 1990.

1. If it is your intent to leave the design as presented, then a Petition of Exception request is also required for center to center distance, Joy Lane - Club House Drive. (See Public Works comment, #6)
 - o We will submit a Petition of Exception for the center to center distance when we submit the preliminary plat. It has been noted on the sketch plan.
2. Club House Way (name) cannot go in two directions. The westerly portion, extending north/south, should be Wishing Well Way (for house numbering purposes).
 - o Names have been revised. North-South portion is now Wishing Well Way, and East-West portion has been changed to Club House Way.
3. When the statements for intended improvement by the developer is submitted, include construction of a six (6) foot high, block wall fence:
 - a. along the Vehicle Non-Access Easement lines (except at intersections), and
 - b. around the well sites, and
 - c. along the boundary between this Tract and the school site.

- o Please see planning response item number 9.
- 4. Delete reference to Tract 4076-F. You can use "Desert Lakes F", as a title, but the Tract number is 4132.
- o We have made this change to our drawing, but I do not understand or agree with your changing tract numbering methods at this time. Why are we changing horses in mid-stream? Won't this cause confusion for the County Assessors office?
- 5. Provide us with the status and ownerships of the well.
- o We have requested this information from the owner, and will forward it as soon as it is available.
- 6. The statement on the map indicates that the lots are intended for single family uses. The existing zoning is R-M (Multiple-Residential). The lots, once created under the R-M zone would mean that an ultimate owner could ask for duplex or multiple family uses.
- o Please see item number 7 below.
- 7. The owner/developer should either request rezoning to R-O (Single Family Residential/Mobile Homes Prohibited) zoning, or a commitment in the statement of improvements to utilities, of at least four (4) times the density for single family uses.
- o Items 6 and 7. I feel that it would be in the Counties best interest to avoid rezoning this parcel. We propose to commit to down zoning of the property to SD-Residential subject to the CC &R's of Desert Lakes Golf Course and Estates Tract 4076-A, B, and C. As to your concern about multi-family uses, we suggest approval of the sketch plan, preliminary plan and final plat, conditional to down zoning uses as provided in SD-Residential zones, in this manner we all can avoid unnecessary zoning processing. We would be very happy to discuss this issue further in order to satisfy the County's concerns.
- 8. Single family uses, in other zones, should abide by single family setbacks.
- o Single family setbacks will conform to setbacks as a required in CC &R's for Desert Lakes Golf Course and Estates Tract's A, B, and C.

20 ft. Front Setback
20 ft. Rear Setback
5 ft. Side Setback

Exhibit 7
The Law on Fraud

Excerpts from "Fraud Upon The Court"
with citations (3 pages)

THE LAW ON FRAUD

Fraud Upon the Court and Abusive Discovery 16 NEV. L. J. 707, HAGUE, 4/12/2016

“Nearly all of the principles that govern a claim of fraud on the court come from the *Hazel-Atlas* case.¹⁶⁶ First, the power to set aside a judgment exists in every court.¹⁶⁷ Second, in whichever court the fraud was committed, that court should consider the matter.¹⁶⁸ Third, while parties have the right to file a motion requesting the court to set aside a judgment procured by fraud, the court may also proceed on its own motion.¹⁶⁹ Indeed, one court stated that the facts that had come to its attention “not only justify the inquiry *but impose* upon us the duty to make it, even if no party to the original cause should be willing to cooperate, to the end that the records of the court might be purged of fraud, if any should be found to exist.”¹⁷⁰ Fourth, unlike just about every other remedy or claim existing under the rules of civil procedure or common law, there is no time limit on setting aside a judgment obtained by fraud, nor can laches bar consideration of the matter.¹⁷¹ The logic is clear: “[T]he law favors discovery and correction of corruption of the judicial process even more than it requires an end to lawsuits.”¹⁷² “

¹⁶⁶ WRIGHT ET AL., *supra* note 151.,

¹⁶⁷ *Id.*

¹⁶⁸ *Id.* (citing *Universal Oil Prods. Co. v. Root Refining Co.*, 328 U.S. 575 (1946) (other citations omitted)).

¹⁶⁹ *Id.*

¹⁷⁰ *Root Refining Co. v. Universal Oil Prods. Co.*, 169 F.2d 514, 521–23 (3d Cir. 1948) (emphasis added).

¹⁷¹ *See* WRIGHT ET AL., *supra* note 151.

¹⁷² *Lockwood v. Bowles*, 46 F.R.D. 625, 634 (D.D.C. 1969).

“Since *Hazel-Atlas*, a considerable number of courts have had the opportunity to dissect the meaning of “fraud on the court” and several definitions have been attempted. A number of courts have held that a “fraud on the court” occurs “where it can be demonstrated, *clearly and convincingly*, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system’s ability impartially to adjudicate a matter by improperly influencing the trier or unfairly hampering the presentation of the opposing party’s claim or defense.”¹⁷⁴

174 *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir. 1989) (emphasis added) (citing *Alexander v. Robertson*, 882 F.2d 421, 424 (9th Cir. 1989)); *Pfizer Inc. v. Int’l Rectifier Corp.*, 538 F.2d 180, 195 (8th Cir. 1976); *England v. Doyle*, 281 F.2d 304, 309 (9th Cir. 1960); *United Bus. Commc’ns, Inc. v. Racal-Milgo, Inc.*, 591 F. Supp. 1172, 1186–87 (D. Kan. 1984); *United States v. ITT Corp.*, 349 F. Supp. 22, 29 (D. Conn. 1972), *aff’d mem.*, 410 U.S. 919 (1973).

“Fraud on the court is a very high bar. The Tenth Circuit has held that it is fraud “directed to the judicial machinery itself and is *not* fraud between the parties or fraudulent documents It is thus fraud where . . . the impartial functions of the court have been directly corrupted.”¹⁷⁵

175 *Robinson v. Audi Aktiengesellschaft*, 56 F.3d 1259, 1266 (10th Cir. 1995) (emphasis added).

“Fraud upon the court as distinguished from fraud on an adverse party is limited to fraud which seriously affects the integrity of the normal process of adjudication.”¹⁸¹

181 King v. First Am. Investigations, Inc. 287 F.3d 91, 95 (2d Cir. 2002) (internal quotations omitted).

“Accordingly, the standard for establishing fraud on the court under Rule 60(d)(3) “is higher and distinct from the more general standard for fraud under Rule 60(b)(3).” Rule 60(d)(3) is intended “to protect the integrity of the judicial process” and, therefore, *is not time barred*.¹⁸³

183 Bowie v. Maddox, 677 F. Supp. 2d 276, 278 (D.D.C. 2010).

Exhibit 8
The Law on Abandonment

Case histories
Desert Lakes Intent for public welfare
Defendant's deteriorated sheet metal signs in conflict with intent

(2 pages)

THE LAW ON ABANDONMENT

In a case where a company sought relief from a residential restrictive covenant, the Arizona Supreme Court stated: “It is also a matter of common knowledge and accepted human experience that, if the restrictive bars were let down for the business owners, the business encroachment would be a matter of gradual yet steady development against which the homeowners would be helpless, and the benefits and protection of the restrictive covenant would eventually be lost to all the co-owners therein.” *Continental Oil v Fennemore*, 38 Ariz. 277, 285, 299 P.132, 135 (1931).

Arizona Courts continue to adhere to the principles stated by the supreme court in *Continental Oil*. “The policy of the Courts of this state should be to protect the home owners who have purchased lots relying upon, and have maintained and abided by, restrictions, from the invasion of those who attempt to break down these guaranties of home enjoyment under the claim of business necessities”. *Id.* at 286, 299 P. at 135.

In *College Book Centers Inc. v. Carefree Foothills Homeowners’ Association*, 225 Ariz. 533, 241 P3d 897 (App 2010) it was cited that deed restrictions may be considered abandoned or waived “if frequent violation of those restrictions have been permitted.” *Id.* at 398, para 21, 87 P.3d at 86. “But when the CC&Rs contain a non-waiver provision, a restriction remains enforceable, despite prior violations, so long as the violations did not constitute a ‘complete abandonment’ of the CC&Rs”. *Id.* at 399, para 26, 87 P.3d at 87.

“Complete abandonment of deed restrictions occurs when the restriction imposed upon the use of lots in [a] subdivision have been so thoroughly disregarded as to result in

such a change in the area as to destroy the effectiveness of the restrictions [and] defeat the purposes for which they were imposed.” *Id.* (quoting *Condos v. Home Dev. Co.*, 77 Ariz, 129, 133, 267 P.2d 1069, 1071 (1954).

Evidence presented by the Defendants and their affiants does not constitute frequent violations such that a jury might reasonably infer waiver. Especially in light of the Plaintiff’s own CC&R enforcement case in 2016.

The intent of the Desert Lakes Development that is made clear from the Architectural Committee guidelines in Book 1641 was to provide for protections that assured development “do not in any way detract from the appearance of the premises, and *are not in any way detrimental to the public welfare or to the property of other persons located within the tract*” (end of paragraph 4 on page 896). (Emphasis supplied)

Plaintiff finds the Defendant’s deteriorated sheet metal advertising signs as a clear conflict of this intent. The language in the CC&Rs for these protections is consistent for every phase of development.

Exhibit 9

Mr. Gregory's input
CV 2016 04026

2 pages

Arrow and note by Plaintiff

Exhibit 9

1 by attorney Moyer dealing with restoration issue. It
2 really is not of any concern or legal interest of ours at
3 the present time.

4 We've also agreed, your Honor, that as between
5 the party litigants Knight and Chase each side will pay
6 and be responsible for their respective attorneys' fees
7 and costs.

8 THE COURT: Mr. Gregory?



9 MR. GREGORY: Your Honor, the only thing I would
10 like to clarify on record is that the parties are
11 referring to some CC&Rs known as the Desert Lakes Golf
12 Course and Estates tract 4076(B). Recorded CC&Rs. And
13 there's been an underlying dispute as to whether those
14 CC&Rs are actually valid and binding upon the parties.

15 That issue is not being resolved today. For purposes
16 of settlement the parties are simply referring to that
17 instrument, the CC&Rs and the standards set forth in that
18 instrument, as the standard for compliance with restoring
19 or repairing the walls at issue.

20 Mr. Moyer, is that okay with you?

21 MR. MOYER: That's correct, your Honor.

22 THE COURT: Okay. So, I guess the Court's only
23 question is is 6 months a reasonable amount of time, and
24 does the Knights have to go through an architectural
25 review process?

AGREEMENT

1. The statements made in the Recitals above are true and accurate and are incorporated as Agreements.

2. The Knights shall hire a licensed Arizona contractor to repair or otherwise modify the Side Wall to meet the design standards specified in ~~bring the Side Wall into compliance with the provisions contained in the Declaration of Covenants, Conditions and Restrictions of Desert Lakes Golf Course and Estates, Tract 4076-B, recorded at Book 1641, Page 895, Official Records of in the Mohave County, Arizona Recorder's Office at Book 1641, Page 895 ("CC&R's").~~ The Knights may, but are not required to, repair and/or otherwise modify ~~a portion of the Rear Wall of the Chase Residence to meet the same standards.~~ By referring to the standards set forth in said CC&Rs, no party hereto is admitting the validity or applicability of the CC&Rs. Whether the CC&Rs encumber the Knight Residence or the Chase Residence is a legal question undecided by the court in the Lawsuit, and no agreement has been reached as to that issue by the parties. ~~that faces the golf course that has been filled in with block to bring the Rear Wall in to compliance with the provisions of the CC&R's by, among other things, removing the filled in block areas with railing.~~

struck
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a portion

3. The Edwards wall allow the Knights contractor reasonable access to their property during normal working hours for contractor's in the Fort Mohave area at 1795 Lipan Circle in order to perform any necessary work on the Side Wall ~~and~~ Rear Wall.

4. The Knights shall be responsible to pay for all labor and material related to the contractor's work on the subject wall or walls.

5. The repairs or modifications to the Side Wall and the Rear Wall must be completed within 6 months after the complete execution of this Agreement.

6. Upon the complete execution of this Settlement, the parties hereto instruct their respective attorneys to file a stipulation to dismiss the Lawsuit with prejudice each party to bear their own attorney fees and costs.

7. Settlement of Disputes and Release of Claims.

4.1 General Release.

The parties hereto hereby release and forever discharge each other, and their employees, principals, agents, subsidiaries, heirs, attorneys, insurers, affiliated companies, personal representatives, successors, assigns and all other persons, firms, corporations and partnerships associated with the parties (collectively referred to as the "Released Entities") from any and all claims, actions, demands, causes of action, costs, judgments, expenses, attorney fees, damages and all liability whatsoever, arising out of or in any way related to the matters asserted in the Lawsuit occurring prior to the date of this General Release.

THIS GENERAL RELEASE IS INTENDED TO AND DOES COVER ALL DAMAGES OF ALL TYPES AS DESCRIBED WHETHER KNOWN TO THE PARTIES HERETO AND THEIR REEPECTIVE EMPLOYEES, PRINCIPALS,