

1 that was built in Phases. These Phases of development are identified by alphabetically
2 suffixed Tract names that corresponds to Subdivision Tract 4076 (Tract 4076-A, Tract
3 4076-B, Tract 4076-C, Tract 4076-D, Tract 4076-E aka Tract 4163 Unit E, and Tract
4 4076-F aka Tract 4132 Unit F) Tract 4159 was appended to the Desert Lakes Subdivision
5 Tract 4076 by Angelo Rinaldi from land in the Mohave Mesa Acres Subdivision. Plaintiff
6 has already provided the Court with the Land Division Regulations that refutes multiple
7 subdivisions. An approved Preliminary Plat defined the boundaries for the proposed four
8 phases of Subdivision Tract 4076 development (not including Tract 4159). This is not a
9 class action lawsuit and there exists only one Plaintiff; however, all property owners will
10 potentially benefit from a favorable outcome in support of the CC&Rs.
11
12

13
14 As stated in Plaintiff's Response to Defendants' second Motion for Summary
15 Judgment (hereinafter "MSJ"), (page 30, line 27) "While the Plaintiff is not
16 contemplating adding additional Plaintiffs in this case, a Court of competent jurisdiction
17 can determine the diminished value based on the setback distance that was violated. And
18 on page 31, line 2, Affected parties can then file their own Complaint for their loss of
19 diminished value." (Emphasis Supplied)
20
21

22 As stated in Plaintiff's Response to Defendants' second MSJ (page 31, beginning
23 on line 8) and pursuant to 12-1842, "Consider the Plaintiff as one such Defendant who
24 needs this Declaratory Judgment for her side yard setback shortfall that the Defendants in
25 this case seem to be threatening her for, that was due to no fault of her own. If the Court
26 rules that he cannot give a blanket ruling in this matter, then it will be limited to only the
27
28

1 Plaintiff. Plaintiff is not intending to expand the scope of this case to additional
2 Plaintiffs. (Emphasis Supplied)

3
4 Plaintiff has submitted evidence in the record that this litigation was initiated in
5 January 2018 as a result of three forms of violations in the Subdivision. 1. The deliberate
6 setback violations for a home in Phase I of the Subdivision Tract 4076 (Tract 4076-A). 2.
7 Signage on unimproved lots. 3. The attempted violation of the CC&Rs cited on page 9,
8 paragraph 35-37 (Proponent Mehdi Azarmi's BOS Resolutions to reduce the setbacks in
9 the entire Subdivision Tract 4076).

10
11 Defendant Azarmi's proposed Board of Supervisor Resolutions for Amendments
12 to the setbacks in the Subdivision Tract 4076 resulted in the Plaintiff being put at risk of a
13 law suit had she followed through with the offer to reduce her front yard setback and
14 build an RV garage as she had been preliminarily approved for by Development Services.
15 The record is clear that she was put in a situation of defense for herself before the Board
16 of Supervisors (hereinafter "BOS") who had been deceived by the withholding of the
17 Covenants, Conditions and Restrictions (hereinafter "CC&Rs") violation that they were
18 now entrusted to vote upon. Plaintiff expended time and money in research and for a trip
19 to Kingman, AZ to expose the less than full disclosure in the matter before the BOS.
20
21

22 Plaintiff's action and denial by the BOS should have effectively informed every
23 property owner who signed the Waiver of liability of their position of jeopardy if they
24 followed through with violating the CC&Rs. But for three honorable BOS members who
25
26
27
28

1 voted to Deny, the property owners of 180 lots would not have had the ability to know
2 they had been duped into signing a Waiver without full disclosure.

3
4 The record is clear that as a result of the proposed setback reductions, every lot
5 owner who signed the Waiver had a zoning change sign posted in their yard by the
6 County. The Plaintiff, whose husband was a drywall contractor in the 70s, noticed one
7 home on Club House Drive that didn't wait for the BOS vote. Club House Drive is a
8 regularly travelled street in the Subdivision as the Plaintiff leaves her mail box on Desert
9 Lakes Drive en route to Joy Lane as she exits the Subdivision. This home was being built
10 by Defendant Fairway Constructors. Plaintiff could see the framing for the garage was
11 less than twenty feet from the property line as was clear based on the stack of drywall
12 that was left in the driveway. This led the Plaintiff to inquire of Development Services as
13 to why this home was being built with less than the required setback. The response
14 revealed that Mr. Azarmi had refused to accept denial of his permit application that was a
15 violation of the Special Development zoning setback of twenty feet, front and rear. Mr.
16 Azarmi circumvented Development Services by taking his "less than full-disclosure"
17 proposal to the Board of Adjustment (hereinafter "BOA") for a variance.

18
19 As a part of the record in this case, is the egregious deception carried out by
20 Defendant James (Jim) Roberts and Defendant Azarmi to persuade the BOA to approve
21 the variance. The meeting minutes is rife with deception by Mr. Azarmi. In fact, his
22 accomplice in crime so to speak, Mr. Morabito, was recently found to be Mr. Azarmi's
23 former colleague on the Planning Commission. He assisted Mr. Azarmi in the approval of
24
25
26
27
28

1 the variance by claiming he visited the site and saw no problem in approving the variance
2 and added that he was glad the boat was in the garage because he thought boats parked on
3 the outside looked terrible. **Exhibit 1** - Request for Public Information on Mehdi Azarmi
4 and Meeting Minutes exposing the connection between Mr. Morabito and Mr. Azarmi
5 that is hereby submitted into the record for this Disclosure (2 pages).
6

7
8 Fairway Constructors is guilty of violating the CC&Rs for a home that had options
9 for compliance on this large lot in excess of 8,000 square feet. As part of the record from
10 the BOA meeting minutes, Scott Holtry of Development Services believed the same.
11

12 This Complaint was initiated only on the Plaintiff's behalf to enforce the CC&Rs.
13 This case has the benefit to the Plaintiff of adjudication for enforcement rights that was
14 challenged in her past CC&R violation case (CV 2016 04026). The following is an
15 excerpt from the Transcript of the Binding Mediated Settlement: "MR. GREGORY: Your
16 Honor, ... there's been an underlying dispute as to whether those CC&Rs are actually
17 valid and binding upon the parties. That issue is not being resolved today..."
18

19 The following is an excerpt from Mr. Gregory's revision of Mr. Moyer's formal
20 written **Agreement**: "...Whether the CC&Rs encumber the Knight Residence or the
21 Chase Residence is a legal question undecided by the court in the Lawsuit, and no
22 agreement has been reached as to that issue by the parties."
23

24 The Plaintiff also had the motive to expose Corruption, which she abhors, that she
25 found upon reading the BOA meeting minutes for the variance and which she quoted in
26 detail in the Plaintiff's January 2018 Complaint (Pages 6-7, para. 24).
27
28

1 Plaintiff's "pursuit of happiness", that is granted by the U.S. Constitution, is her
2 home. Plaintiff seeks adjudication of the validity of the CC&Rs for protection of her
3 property from a repeat of the former harm in CV 2016 04026 and to restore her happiness
4 in her Desert Lakes Subdivision Tract 4076 home that has been lost as a result of
5 corruption (dishonest and/or illegal behavior especially by powerful people that has
6 occurred, in her opinion), and violations of the CC&Rs.
7
8

9 While the Plaintiff is not acting to benefit the entire Desert Lakes community in
10 this litigation, the effect of a favorable outcome for enforcement will indirectly benefit
11 the community as a whole and therefore will protect the Plaintiff's property values from
12 blight caused by self-serving property owners or their tenants.
13

14 2. Plaintiff DENIES initiating and pursuing this litigation on behalf of, or for the
15 benefit of, any other property owners besides herself with the exception of the potential
16 benefit of the effect that this CC&R enforcement case will have for any future litigation.
17 This case has the potential effect to establish a precedent for prosecution rights for all
18 property owners in the single Subdivision Tract 4076 regardless of the phase of
19 development that their property is situated on pursuant to the approved Preliminary Plat
20 boundaries. There exists no derivative subdivisions.
21
22

23 Plaintiff is seeking justice on her own behalf for protection of her home and
24 property values as is granted a right consistently cited in all CC&Rs for each and every
25 alphabetically suffixed phase of development of the Subdivision Tract 4076 and as was
26
27
28

1 intended by Desert Lakes Development L.P. in their Declaration of CC&Rs with
2 differentiated language for “said tracts” and “subdivision”.

3
4 To date, the Plaintiff has only been adjudicated rights to prosecution based on
5 her alphabetically suffixed Tract 4076-B where the land her home is situated on is shown
6 on the approved Preliminary Plat as Parcel VV in Phase II.

7
8 Plaintiff continues to pursue her rights to prosecute against Defendants Roberts,
9 Ludwig, et. al. for one home in Tract 4076-A as she uncovers additional evidence in
10 support of reversing the Dismissal of Count One against the Roberts’ home.

11
12 3. Plaintiff DENIES she is pursuing this litigation for the benefit of the Fort
13 Mojave Indian Tribe that owns the Desert Lakes Golf Course aka Huukan Club; again the
14 effect of a favorable outcome from the Court for the Plaintiff’s right to prosecute
15 violations without alphabetically suffixed limitations within Subdivision Tract 4076
16 could potentially benefit today’s owner of the Golf Course or any future owner of the
17 Golf Course. As Plaintiff has stated, “The business interests of the Mojave Tribe needs
18 protection as much as the estate owners do”. The appearance of blight, in the absence of
19 any ability to enforce the CC&Rs, would be detrimental to golf patron interest for this
20 business venture.
21

22
23 With regards specifically to any benefit directly afforded to the Fort Mojave
24 Tribe in this litigation, Plaintiff argues with evidence to the contrary. In fact, Plaintiff is
25 seeking private assistance from the Tribal Council to benefit herself - outside of this law
26 suit. She has requested help from the Tribal Council to implement deterrents to the gate
27
28

1 access that causes multiple issues of privacy and peace after hours for enjoyment of her
2 home. She has requested help from the Tribal Council to consider her purchase of an
3 additional portion of Parcel KK to be appended to her lot to help her lot become CC&R
4 compliant for the twenty-foot rear yard setback. Plaintiff has not offered to help the Tribe
5 in any way with any aspect of the case in progress. **Exhibit 2** – Letter to the Tribal
6 Council on January 8, 2020 by email to Judy Bricker for delivery to the Council.
7
8

9 4. Plaintiff DENIES she initiated and is pursuing this litigation for the benefit of
10 all property owners in Subdivision Tract 4076. Tract 4076-A is known as Phase I. At the
11 time litigation began, Plaintiff believed that the CC&Rs for Tract 4076-B covered the
12 entire Desert Lakes Golf Course & Estates Subdivision. In the past two years of litigation
13 and ongoing research, that assumption has been found to be true with regards to the
14 language for prosecution rights for any person owning real property in the Subdivision
15 and not just in any “said tract”. The Defendants violations were egregious and deliberate.
16
17

18 The CC&Rs are written to “benefit” all property owners in the entire Subdivision
19 Tract 4076. Plaintiff did not author the CC&Rs therefore she cannot assume
20 responsibility for the benefits and burdens afforded by the CC&Rs.
21

22 Plaintiff is driven by a need to utilize the rights afforded by the Declarant to
23 prosecute violations as they are presented to her and cause her suffering.
24

25 Plaintiff is unaware of any other property owner who is suffering as Plaintiff
26 has suffered and continues to suffer and therefore is unaware of any benefit she can
27
28

1 bestow upon another property owner in Tract 4076-A that they cannot prosecute for
2 themselves if so threatened or abused as the Plaintiff has been.

3
4 Plaintiff suffers aggravation that the Defendants ignored her plea to remedy the
5 setback violation while the home that was eventually sold to the Roberts was still in the
6 framing stage of development. She suffers aggravation that she had to spend time and
7 money to combat a BOS Resolution that would have caused multiple CC&R lots to be
8 built with front yard setback violations that could hinder her view of persons or traffic.
9 Plaintiff abhors corruption and she suffers aggravation from the knowledge that money,
10 power, and/or influence provided the Defendant with \$12,500 in tax dollars to benefit Mr.
11 Azarmi's proposal for BOS Resolutions 2016-125 and 2016-126. Plaintiff believes a jury
12 should decide if the Defendant should reimburse the General Fund for this
13 misappropriation of tax dollars. Plaintiff suffers from a lack of enjoyment of her home as
14 she has to spend so much time and energy on this litigation with sleepless nights that
15 inspires more research in her effort to get to the truth as is evident by the size of the case
16 file.
17
18
19

20
21 The effect of a court ruling in favor of the Plaintiff will benefit the entire
22 Subdivision of Desert Lakes Subdivision Tract 4076 and not just the property owners in
23 Tract 4076-A.

24
25 Plaintiff has limited financial resources to pursue and pay for process service
26 upon any other current owners of homes as built by the Defendants in Tract 4076-A.
27
28

1 Plaintiff's ability to prosecute in Tract 4076-A is limited to the Roberts' home if the
2 Court favors the Plaintiff and reverses its Dismissal of Count One.

3
4 Enforcement is left to the discretion of property owners according to the
5 CC&Rs. According to the law and in the context of indispensable parties, Plaintiff is not
6 required to serve all property owners who may have violations.

7
8 It is only necessary to join other lot owners in an action to
9 abrogate and not to enforce CC&Rs. *Karner v. Roy White*
10 *Flowers, Inc* 527 S.E.2d 40, 44 NC 2000 (stating that all
11 property owners affected by a restrictive covenant were
12 necessary parties to an action to invalidate that covenant);
13 *Wright v Incline Vill. Gen. Improvement Dist.* 597 F. Supp. 2d,
14 1191, 1207 (D. Nev 2009): In an action to set aside a lease
15 or contract, all parties who may be affected by the
16 determination of the action are indispensable,”

17
18 The Defendants must consider all property owners in the Subdivision as
19 indispensable parties as these property owner's rights will be taken by the Defendants in
20 the event of a Court ruling favoring the Defendants.

21
22 It is unknown if any other property owners have had to undergo enforcement
23 rights in Tract 4076-A as the Plaintiff has shown to have proven in Tract 4076-B. This
24 past enforcement of the CC&Rs by the Plaintiff proves to the Court that there has been no
25 abandonment of the CC&Rs by the Plaintiff. Plaintiff's home developer, T&M
26 Development, enforced his imposition for fence conditions on his block wall fence
27 contractor. Additionally, property owners are afforded rights by the non-waiver clause of
28 the CC&Rs.

1 The Court will have the final decision on any benefit to be afforded to all
2 property owners in Tract 4076-A that are impacted by the Defendant's ill-gotten gain in
3 violating the setbacks. It is a victim's rights issue and not to be perceived as the
4 Plaintiff's acting for the benefit of other property owners. Proof that the Plaintiff is not
5 acting to benefit any property owner in Tract 4076-A is her letter to Mr. & Mrs.
6 Anderson that advises them to inform any potential buyer of their lot that the adjacent lot
7 violated the CC&R setbacks. Disclosure is a matter of law. Property owners can fight
8 their own battle in a court of law if they so desire. Plaintiff has no intention of assisting
9 Mr. and Mrs. Anderson with the exception of providing information outside the law suit.
10

11 **Exhibit 3** – Letter to the Anderson's who own the vacant lot adjacent to the Robert's
12 home.
13

14
15 5. Plaintiff DENIES she initiated and is pursuing this litigation for the benefit of
16 all property owners in Subdivision Tract 4076 nor in the alphabetically suffixed Phase of
17 development known as Tract 4076-B. Plaintiff has been adjudicated rights to prosecute
18 violations in Tract 4076-B; however, this case has not progressed to the point of
19 requesting leave to amend the Complaint to date for Tract 4076-B. The case has stalled
20 due to the Defendants' second attempt at dismissal.
21

22
23 Plaintiff has identified specific properties for process service of the owners of the
24 lots and builders of homes in violation who ignored the Denial of the BOS Resolutions
25 2016-125 and 2016-125 and the Plaintiff has sent letters to property owners who have
26 other violations that affect the Plaintiff's enjoyment of her home. This case is limited by
27
28

1 the financial ability of the Plaintiff to serve summons on those she identifies for the
2 benefit of herself.

3
4 6. Plaintiff DENIES she initiated and is pursuing this litigation for the benefit of
5 all property owners in Subdivision Tract 4076 nor in the alphabetically suffixed Phase of
6 development known as Tract 4076-D comprised of twelve lots on Lipan Blvd. and
7 Mountain View. Plaintiff has no intention of expanding this case to properties outside the
8 boundaries of one home in Tract 4076-A and the violations identified in Tract 4076-B.

9
10 7. Plaintiff DENIES she initiated and is pursuing this litigation for the benefit of
11 all property owners in Subdivision Tract 4076 nor the alphabetically suffixed Tract
12 4076-E aka Tract 4163 Unit E. Plaintiff has no intention of expanding this case to
13 properties in Tract 4163 with the exception of her own home if the Defendants pursue a
14 counterclaim for setback violations for Plaintiff's rear yard or side yard shortfalls.

15
16 8. Plaintiff ADMITS knowing that Arizona is a community property state and as
17 such the effect of a favorable outcome in her litigation will benefit William Knight, her
18 husband, in protecting their home's property value and protecting their enjoyment of their
19 home due to CC&R violations. The Plaintiff's home is situated on land designated as
20 Parcel VV on the 1988 approved Preliminary Plat for Subdivision Tract 4076. The
21 CC&R Declaration for Tract 4163 Unit E is recorded in Book 1641, page 895.

22
23 9. Plaintiff DENIES having the ability, financially or otherwise, of pursuing
24 litigation in this case with the purpose of protecting, maintaining, or enhancing the entire
25 view corridors of Subdivision Tract 4076.
26
27
28

1 Plaintiff ADMITS an interest in expanding her law suit for the purpose of
2 protecting the views from her own property from self-serving neighbors and as such her
3 husband will also benefit from restored views as was intended by the creators of the
4 Subdivision Tract 4076 and intent of the Declaration of the Covenants.
5

6 The record is clear that views are very important to her as well as to her husband
7 as they were subjected to an enormous amount of financial hardship to protect their views
8 in their former Tract 4076-B CC&R case (CV 2016 04026).
9

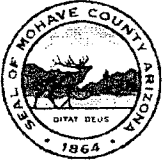
10 Plaintiff DENIES pursuing litigation in this case for building construction
11 quality of which she has no knowledge or expertise in judging.
12

13 Plaintiff DENIES expanding this case for uniformity of building construction
14 beyond the scope of her rights, as stated in the CC&Rs, and her financial, physical and
15 emotional means.
16

17 Plaintiff ADMITS that a favorable outcome of the case will protect her property
18 value and enjoyment of her home with the subsequent effect that all property owners will
19 be put on notice that they too have rights to prosecute violations for protection of their
20 property values and enjoyment of their home. Effective remedy of violations will have
21 the subsequent effect of graphically giving notice of the consequences of violating the
22 CC&Rs. CC&Rs are by law a benefit and a burden with the intent of protecting the
23 design and aesthetic qualities of the master planned Subdivision Tract 4076.
24

25 The Court will decide if all property owners will be protected through
26 Declaratory Judgment for violations due to no fault of their own.
27
28

Exhibit 1 – 2 pages
Mehdi Azarmi RFPI
BOS Minutes – January 7, 2013



MOHAVE COUNTY DEVELOPMENT SERVICES

Exhibit 1
2995

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 Azarmi 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 2/26/20

Assigned to: _____

Total pages copied _____ @ .25 (general copies) = _____ Postage = _____
Total pages copied _____ @ 3.00 (large copies) = _____ Total Charge = \$ _____

Completed By _____ Date _____ Received By _____ Date _____

ITEM 60: Motion was made by Supervisor Johnson, seconded by Supervisor Moss and unanimously carried to approve the appointment of Jack Pozenel to the Planning and Zoning Commission, representing Supervisorial District 4; term to expire January 7, 2017.

ITEM 61: Motion was made by Supervisor Angius and seconded by Supervisor Johnson to accept the resignation of Joseph Morabito from the Mohave County Planning and Zoning Commission, effective January 7, 2013.

Supervisor Moss stated that Joseph Morabito is a resident of his District and he would like to acknowledge that in his contacts with him, he has come to the opinion that he is an outstanding individual and human being; and even though he is stepping down from the P & Z it is his sincere hope he will stay involved in Mohave County and consider service in other Boards and Commissions. He stated that he is a really stand-up guy and a benefit to District 5 and all of Mohave County.

Motion was voted on and unanimously carried to accept the resignation of Joseph Morabito from the Mohave County Planning and Zoning Commission, effective January 7, 2013.

ITEM 62: Motion was made by Supervisor Moss and seconded by Supervisor Brotherton to approve the appointment of Mehdi Azarmi to the Planning and Zoning Commission, representing Supervisorial District 5; term to expire January 7, 2017.

Supervisor Moss stated that everything he said about Mr. Morabito holds true for Mr. Azarmi, with the added caveat, which he didn't mention about Mr. Morabito but is equally true, both of these gentlemen have no problem calling me up and giving me a piece of their mind; which is why he likes these types of people on these commissions.

Motion was voted on and unanimously carried to approve the appointment of Mehdi Azarmi to the Planning and Zoning Commission, representing Supervisorial District 5; term to expire January 7, 2017.

ITEM 63: Motion was made by Supervisor Angius and seconded by Supervisor Brotherton to approve Lease Agreement No. 12-SF-43 for the Mohave County Supervisor District 5 office space known as Suite 102 located at 4168 Highway 95, Fort Mohave, Arizona with BSCD, LLC, Fort Mohave, Arizona for a two (2) year lease for \$800.00 per month beginning February 4, 2013 and ending February 3, 2015, with an option to renew thereafter in one-year increments.

Supervisor Moss stated that to clarify for the public what we're discussing, under statute or the rules is his duty station, it will be his principal office; currently he is, he believes the phrase that either he, she or I have used in the past, he is bunking with Hildy and his Secretary and himself are kind of crowding her a little bit so this will give him the opportunity to have his own office and give us a little breathing room and space.

Related to
BOA
M. V. ...
May 13, 2013

Exhibit 2 – 2 pages
Email correspondence to Fort Mojave Tribal Council

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

Exhibit 2
2 105
11

Fort Mojave Tribal Council
500 Merriman Avenue
Needles, CA 92363
judybricker@fortmojave.com

January 8, 2020

Dear Chairman Williams:

I am a property owner in Desert Lakes Golf Course and Estates. We have issues here regarding our CC&Rs. I would like to speak to you or the Council regarding your possible assistance with our concerns.

First: As you may know there are five different Tract CC&Rs. All tract CC&Rs specify "Access to the golf course from lots adjacent to the golf course is prohibited" (Article II paragraph six in my Tract 4076-B CC&Rs). My neighbor's home even has a cement slab and step on your property for his gate access use to trespass on the golf course. Fairway Constructors recently sent their office manager to do a count on how many gates there are from rear yards in Tract B alone and she found a total of 45 gates among 173 improved lots.

As you may not be aware, the golf course is used like a public park after hours. Archery practice, surveillance of a neighbor's property, dog walking, short cut to the mail boxes on Desert Lakes Dr., and for golf cart access and golf practice after the course closes. Even without gate access some have driven their ATVs across the golf course for a short cut to Lipan Blvd. and become belligerent with neighbors who try to intervene and stop the dust and rocks that get kicked up by these vehicles.

My home is adjacent to the 11th Tee on two lots in Tract 4163 that is governed by the CC&Rs for Tract 4076-B.

When you had closed for three months in an effort to improve the greens with turf and seeding I did call the Tribal Police as your signs had requested and reported an ATV that had crossed the course from the area of Fairway Drive/Fairway Bend to Lipan Court and beyond.

We could use your assistance in enforcement. The cement should at least be removed. Posts to prevent the gate from opening onto the golf course would be a deterrent. I understand that many of the people who enjoy gate access are not the ones who installed the gate. So many homes have been sold since the fences and gates were built. Whatever you can do would be appreciated.

Second: I heard from social media that you may be getting blamed for homes that are being threatened due to flood waters this year. I do not believe any of the flooding is due to any hydrology or grading mistake by Desert Lakes Development L.P. I believe, based on the original map for Fairway Estates that the Drainage Easement should never have been approved by the County to be changed to a flowage easement with flow directed toward Desert Lakes Tract 4076-B. I have the original maps for Fairway Estates, aka Lakeview Village, whereby their Clubhouse is situated on that Drainage Easement and there was not supposed to be any

vehicular access from Mountain View to that Parcel of land either. I have attached both maps to this email for your defense of flooding if needed.

Third: Parcel VV, where my home is situated, was planned for 23 lots in 1991, per the Drainage Study. Per the Special Development zoning all lots were supposed to have 20 foot front and rear yard setbacks. For some reason, in 1998, someone got the County to approve abandonment of a portion of the golf course parcel KK to append to Parcel VV and to allow a ten foot setback and to ignore the Subdivision Regulations that provided additional lots with direct access from driveways onto an arterial road (Lipan Blvd). This created 32 lots that was given the tract name Tract 4163. However, CC&Rs run with the land so my CC&Rs are in Book 1641, Page 895 for Tract 4076-B. This was adjudicated and reuttered by two separate Superior Court Judges.

Four: Which brings me to the law suit that is in progress for the Breach of Contract violations by Fairway Constructors and their principles. I am the Plaintiff Pro Per in Case CV 2018 04003. The defendants are using the ten foot setback that, in my opinion was a corrupt approval by the County, against me.

If needed, at trial, I would like the Council to consider a lot line adjustment for me to have about an 11 feet depth of Parcel KK to be abandoned once again if it is affordable for me to do. Parcel KK adjacent to my back yard is weed prone and difficult for your maintenance workers as it is uphill from the course. They are very courteous and do climb the slope to cut the weeds down on request however. If any possibility exists to help me become compliant for my CC&R rear yard setback it would be appreciated. It would be about a 660 sq ft. purchase.

If interested in having a meeting with me to discuss your potential help, please email me at nancyknight@frontier.com to schedule a time and place to meet.

Respectfully,
Nancy Knight
928-768-1537

Exhibit 3
Letter to Mr. and Mrs. Anderson

Anderson Law Practice
2400 Highway 95, Suite 10
Bullhead City, AZ 86442

Exhibit 3

November 5, 2019

Dear Mr. and Mrs. Anderson,

I have notified you in the past, through your legal assistant, of the matter that is currently before the court regarding your lot in Desert Lakes Golf Course and Estates Tract 4076. Your lot is one of many that is affected by CC&R violations caused by Fairway Constructors, Inc.

I am the Plaintiff pro per in the matter and I have been denied rights to prosecute violations in Tract 4076-A where the violation that affects your lot is situated. A preponderance of evidence has been presented to the Court that Desert Lakes Golf Course and Estates Tract 4076 is one subdivision created in 1988 and built in phases of which those phases were associated with appended alpha character hyphenations to Tract 4076. I have contended that each phase of development is not a separate subdivision; however, to date the Court claims my arguments are not persuasive.

I may have to appeal the ruling that limits my case to prosecution rights only in Tract 4076-B where I own property.

I am writing to you today to inform you of the need to inform any potential purchaser of your parcel of its reduced value due to the CC&R violations in setbacks, both front and rear. These reduced setbacks impede the CC&R intended views for the golf course and street. This should be a part of the Escrow document per Arizona Real Estate Law's "Sellers Property Disclosure Statement" (SPDS). The additional purpose of the SPDS in this matter is to also establish the first day of the six year statute of limitations for the buyer's rights to file a Complaint for Breach of Contract violations against Fairway Constructors and Mr. and Mrs. Roberts.

This SPDS, of course, will not be necessary if the local Court or an Appeals Court grants Plaintiff rights to prosecute in all Tracts in Desert Lakes and a remedy of remodeling the garage and patio projections on the Robert's home is successful at Trial.

Be advised that the Roberts are not innocent victims - as you are. Mr. Azarmi had been denied the setback reduction for the garage with a fifteen foot setback by Mohave County Development Services. It was denied due to the Special Development Zoning for a twenty foot front yard setback (same as our CC&Rs for the front yard). Mr. Roberts attended the Board of Adjustment (BOA) meeting with Mr. Azarmi to acquire a variance. Mr. Roberts was complicit in his testimony that granted approval for the variance. Details of Mr. Azarmi's and Mr. Robert's presentation before the BOA are a matter of public record with excerpts cited in my Complaint (CV 2018 04003). The Roberts purchased the home from Fairway Constructors on or about October 25, 2016 per the County Recorder.

If you have any questions, please feel free to contact me by email at nancyknight@frontier.com

The case file is huge and daunting. I am willing to come to your office to present pertinent exhibits from the file if you wish.

Respectfully,
Nancy Knight