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9 Attorney for Defendants

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF MOHAVE**

12 NANCY KNIGHT,
13
14 Plaintiff,
15
16 vs.

NO.: CV-2018-04003

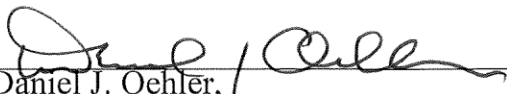
**REQUEST TO SET STATUS
CONFERENCE/HEARING**

17 GLEN LUDWIG and PEARL LUDWIG, Trustees
18 of THE LUDWIG FAMILY TRUST; FAIRWAY
19 CONSTRUCTORS, INC.; MEHDI AZARMI;
20 JAMES B. ROBERTS and DONNA M.
21 ROBERTS, husband and wife; JOHN DOES 1-10;
22 JANE DOES 1-10; ABC CORPORATIONS 1-10;
23 and XYZ PARTNERSHIPS 1-10.
24
25 Defendants.

26 COME NOW, the Defendants, by and through their attorney, the undersigned, and
27 respectfully request that this Court enter an order setting this matter for a Status Conference.
28 This request is being filed as a result of what appears to be a failure of the Plaintiff to comply
with the Court's specific and direct Orders previously issued at the Court's Status Conference
that took place on May 9, 2022. A Status Conference is further requested as a result of the
activity concerning this case as referenced in the attached Memorandum.

RESPECTFULLY SUBMITTED this 10th day of June, 2022.

LAW OFFICES OF DANIEL J. OEHLER


Daniel J. Oehler,
Attorney for Defendants

1 MEMORANDUM

2 On May 9, 2022, at the most recent Status Conference concerning this matter, this
3 Court directed the Plaintiff through Plaintiff’s counsel, Jeffrey Coughlin, in pertinent part,
4 as follows:

5 “The Court directs the parties to provide a rough draft of
6 documents needed to proceed; the Court agrees that personal
service upon the parties is necessary.

7 Discussion ensues regarding the order and new notice to the
8 parties.

9 The Court directs that the order be sent to Mr. Oehler and the
Court by June 7, 2022 for review.

10 The Court directs the Clerk to bring this file to the Court’s
11 attention on June 30, 2022.” See, 05/02/2022 Status Hearing
Minute Entry.

12 As of the date of this Request, June 10, 2022, Plaintiff has failed to deliver the
13 Plaintiff’s proposed orders and notices to the new parties.

14 The Defendants directly through third persons have received the documentation
15 attached hereto and made a part hereof as if fully set forth herein as **Exhibit A**.

16 It is the belief and understanding of the undersigned that the subject documentation
17 has been sent by the Plaintiff to some or all of the lot owners in Tracts 4076-B, 4076-D and
18 4163 that have been ordered to be joined by this Court pursuant to this Court’s Orders
19 entered on May 9, 2022. It further appears from Plaintiff’s language within the documents
20 (**Exhibit A**) that additional lot owners may have been the recipients of Plaintiff’s notices,
21 requests, statements and directions.

22 It would appear that Plaintiff is attempting, without Court approval, authority or
23 approved procedure, to allege or at least purport to allege that the matter has been converted
24 to a A.R.C.P. Rule 23 action when, in fact, no such ruling or issue has been addressed by
25 either Plaintiff or the Defendants, and that this Court should take such action, including
26 issuance of orders, to properly protect both the Plaintiff’s and the Defendants’ positions and,
27 more specifically and importantly, the approximate 500 additional parties who have not yet

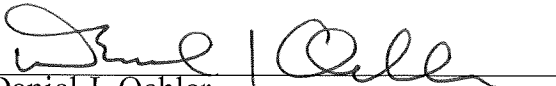
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1 been notified and formally joined in the action which is believed to have been the basis of
2 this Court's May 9, 2022 Order such that an approved process for Court notification and
3 service of process can be undertaken.

4 **Exhibit B** is a response by Plaintiff to a letter sent to the Plaintiff by Attorney T' Shura
5 Elias, the attorney for a recipient homeowner and who provided the Plaintiff's documentation
6 (**Exhibit A**) to Attorney Elias and that was copied by Plaintiff to the undersigned.

7 RESPECTFULLY SUBMITTED this 10th day of June, 2022.

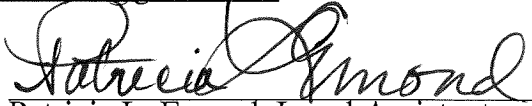
8 LAW OFFICES OF DANIEL J. OEHLER

9 
10 Daniel J. Oehler,
11 Attorney for Defendants

12 **COPY** of the foregoing emailed
13 this 10th day of June, 2022, to:

14 Honorable Lee F. Jantzen
15 Mohave County Superior Court
16 Division 4
17 401 E. Spring Street
18 Kingman, Arizona 86401
19 (928) 753-0785 Danielle
20 dlecher@courts.az.gov

21 Attorney for Plaintiff
22 J. Jeffrey Coughlin
23 J. Jeffrey Coughlin, PLLC
24 1570 Plaza West Drive
25 Prescott, Arizona 86303
26 (928) 445-4400
27 (928) 445-6828 fax
28 jjcoughlinlaw@gmail.com

22 By: 
23 Patricia L. Emond, Legal Assistant

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

Request to Set Status Conference and Hearing

EXHIBIT A

Purpose of Your Ballot and Your Pending Summons to Join You in a Law Suit

This is an urgent Ballot measure in rebuttal to a letter with false claims that was mailed to property owners by an anonymous property owner who provided an address of rental property on Lipari Circle. This property owner sought signatures to Revoke the Covenants, Conditions and Restrictions (CC&Rs). Nancy Knight, President of the Desert Lakes Subdivision Tract 4076 Unincorporated Association (UA), did not receive the letter but was provided a copy by a property owner. Nancy forced retraction of the letter. You should have received the retraction in a post card on or about May 8, 2022.

Rules are meant to protect our property values and protect the Subdivision from blight. Revoking the CC&Rs is the goal of those who wish to do as they please regardless of any reduction in our property values.

The high priority of this Ballot for Amendments to the CC&Rs that affects your lot or lots is that no HOA (Home Owner Association) could be formed by the UA that required annual dues from any property owner.

The First Amended Declaration, if approved by owners of 75% of the lots subject to the Tract 4076-B CC&Rs, may eventually supersede all five existing Declarations with Ballots mailed to property owners in Tract 4076-A and Tract 4076-C as well for consistency and protection from Law Suits within the entire Subdivision Tract 4076.

In brief, the proposed amendments are as follows: wrought iron fences will allow more than black in color, minimum livable space square footage will conform to that cited Tract 4076-A CC&Rs, errors that caused less than five foot side yard setbacks allows an exception for a minimum of ten feet (10') between two existing adjacent structures, chain link that is prohibited for boundary fences is allowed on golf ball safety barriers, the minimum garage size dimensions includes a minimum twenty foot (20') depth, trash pickup is modified for times before and after pickup, hauling trailers that need to be hidden from public view is differentiated from recreational vehicle trailers, prohibited business advertising signage is clarified, gate access to the golf course is omitted, the antenna and satellite dish restriction is omitted, fencing all the way to the front yard street setback that does not obstruct views is allowed, the initial Architectural Committee whose term of service expired over twenty years ago clarifies members pursuant to Statute 33-1817 B, the UA President is authorized to prepare, execute and record the written instrument setting forth the approved amendments pursuant to Statute 33-1817 A.

Two volunteers are sought to complete the three-member Committee who define procedures and to fill vacancies by a majority vote of the Committee.

Attached is the Proposed "First Amended Declaration of Covenants, Conditions and Restrictions For Subdivision Tract 4076". If approved, it will be filed with the Mohave County Recorder's Office. Stricken text is language that will be omitted before filing. Underscored text includes additions and replaced text for the prepared and executed instrument that will be recorded.

Attached is a Ballot for your signature and for your insertion of your Assessor's Property Number (APN). Each APN counts as one affirmative vote in the calculation for 75% of the lots approved for filing the instrument.

Contributions to the costs incurred by Nancy Knight in preparing the First Amended Declaration, having it reviewed by an attorney, and mailing it to property owners is greatly appreciated. If 75% of the property owners returned a \$3 contribution enclosed with their signed Ballot, it would reimburse a portion of her costs in her efforts to protect Desert Lakes Golf Course & Estates with these amendments and for the costs incurred in January 2021 for Recording the Resolution that created the Unincorporated Association.

Your pending Summons to be joined in a law suit is by Court Order. See included separate letter for details.

Spread the Word.

Not every property owner will take the time to read and understand the importance of this Amended Declaration.

Encourage every property owner you know to Approve Amendments

For questions or for a PDF of the Original Declaration for any of the five Tracts contact nancyknight@frontier.com

**COURT HAS ORDERED YOU TO BE JOINED IN A LAW SUIT
YOUR SUMMONS NEEDS TO BE DELIVERED TO A PHYSICAL ADDRESS**

Please provide your physical address for Process Service below.

Nancy Knight is the Plaintiff in that law suit.

Mehdi Azarmi, Fairway Constructors, Inc. and the Glen Ludwig Trust are the Defendants.

In brief, the cause of action is Injunctive Relief to stop the Defendants from violating the CC&Rs on the homes they build and sell to unsuspecting buyer and to stop their “build to suit” business advertising in Desert Lakes Subdivision Tract 4076-B. You will be provided with a copy of the Complaint that was filed in 2018. The cause of action for Breach of Contract for one home built in violation of front and rear yard setbacks was dismissed in June 2018. That home is situated in Tract 4076-A. Plaintiff, Nancy Knight, was adjudicated rights to only prosecute violations subject to the Tract 4076-B CC&Rs.

Your Physical Address _____

Your City, State, Zip Code _____

E-mail Optional but Appreciated for purposes of communication updates on this case.

E-Mail Address _____

**Please return in the same envelope as your Official Ballot
even if you chose not to sign for the Amendments.**

POTENTIAL CLASS ACTION LAW SUIT

Are you vulnerable to prosecution for setback violations
on your home as caused by a Developer?

Check your plot plan at the Planning & Zoning annex on Hancock in Bullhead City to see if your home was built in violation of the twenty foot (20') setbacks, front and/or rear.

A Class Action Law Suit has been advised, depending on the number of homes found to be in violation of twenty foot (20') setbacks.

Send an inquiry on how and when to join to: nancyknight@frontier.com

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DESERT LAKES GOLF COURSE & ESTATES 4076 4076-B
MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED DECLARATION made and entered into this 6th day of December, 1989 2nd
day of June, 2022 by LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee, under
Trust No. 1033, hereinafter designated "The Declarant" which holds the lands hereinafter referred to as
the Trustee for the benefit of Desert Lakes Development L.P., a Delaware Limited Partnership, the
process of mailing a Ballot to owners of lots in Tract 4076-B, Tract 4163 Unit E and Tract 4076-D that
are subject to the Tract 4076-B Covenants, Conditions and Restrictions. The owners (hereinafter
"Owners") of not less than 75% of the total lots collectively in said tracts approved this Amended
Declaration that is being Recorded on _____ day of _____, 2022. Declaration amendments by
affirmative votes of the Owners is pursuant to Statute 33-1817 A.

WHEREAS, the Declarant is the owner of DESERT LAKES GOLF COURSE & ESTATES
TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 18 day of
December, 1989 at Fee No. 89-67669 Owners are property owners of lots in DESERT LAKES GOLF
COURSE & ESTATES TRACT 4076 whereby the Covenants, Conditions and Restrictions run with the
land depicted on the 1988 approved Preliminary Plat that created Subdivision Tract 4076, County of
Mohave, State of Arizona, and

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

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

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

ARTICLE I

COMMITTEE OF ARCHITECTURE

Declarant Desert Lakes Subdivision Tract 4076 Unincorporated Association (hereinafter "UA")
that was recorded on January 25, 2001 at Fee No. 2021004595 shall appoint a Committee of Architecture,
hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant The UA shall have
the further power to create and fill vacancies on the Committee. At such time that ninety percent (90%) of
the lots with the subdivision have been sold by Declarant or within one year of the issuance of the original

public report, whichever occurs first, the owners of such lots upon request to the Committee may elect three members therefrom to consist of and serve on the Committee of Architecture two years have passed from the recording of the Resolution forming the UA, the Owners, by a majority vote, may elect three members to serve on the Committee. Nothing herein contained shall prevent Declarant Owners from assigning all rights, duties and obligations of the Architecture Committee to a corporation organized and formed for and whose members consist of the owners of lots within this subdivision.

Notwithstanding anything hereinbefore stated, architectural review and control shall be vested in the initial Architecture Committee composed of ~~ANGELO RINALDI, FRANK PASSANTINO AND STERLING VARNER~~ until such time as ninety percent (90%) of the lots in Tract 4076-B have been sold by Declarant, or within one year of the issuance of the original public report, whichever occurs first. The initial address of the said Committee shall be P.O. Box 8858 Fort Mohave, Arizona 86427. Any and all vacancies during such period shall be filled on designation by Desert Lakes Development L.P. three members whereby one member will serve as chairperson pursuant to Statute 33-1817 B. The initial address is PO Box 9436 Fort Mohave, AZ 86427.

The Owners expressly prohibit the Committee or the UA from forming a Home Owners Association (HOA). The Owners expressly prohibit the Committee or the UA from assessing annual dues from owners for any purpose whatsoever.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the lots, or any part of any such lot, until and unless the plan showing floor areas, external designs and the ground location of the intended structure, along with a plot plan and front/rear landscaping plan and a fee in the amount set by the Committee but not less than TEN DOLLARS AND NO/100 (\$10.00) nor more than ONE HUNDRED DOLLARS AND NO/100 (\$100.00) have been first delivered to and approved in writing by the Committee of Architecture. New Construction of homes is not subject to review by the Committee and therefore no Security Deposit is collected pursuant to Statute 33-1817 B.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owners upon the consent of any one of its members of said Committee. Said Committee shall by a majority vote elect one of its members as ~~chairman~~ chairperson and one of its members as secretary and the duties of such ~~chairman~~ chairperson and secretary appertain to such offices. At such time that fees for variances are collected, the Committee shall elect a Treasurer and two signatures shall be required for any funds withdrawn from a checking account to cover costs incurred for processing variances. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of the said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

ARTICLE II

LAND USE

A. General

1. All buildings erected upon the lots shall be of new construction. All such buildings must be completed within twelve (12) months from the commencement of construction. Mobile homes and all structures built, constructed or prefabricated off the premises are expressly prohibited, including but not limited to modular or manufactured structures and existing structures.
2. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. No lot shall be conveyed or subdivided smaller than that shown on or delineated ~~upon the original plat map~~ on existing approved plats, but nothing herein contained shall be so construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building site, after which time such whole lot and adjacent part of the other lot shall be considered as one lot for the purposes of these restrictions.
4. All buildings on lots not adjacent to the golf course shall have a minimum of one thousand ~~four two hundred (1,400)~~ (1,200) square feet of living space, exclusive of garages, porches, patios and basements. Buildings on all other lots, being those lots adjacent to the golf course, in ~~Tract 4076-B~~ said tracts, shall have a minimum of one thousand ~~six four hundred (1,600)~~ (1,400) square feet of living space, exclusive of garages, porches, patios and basements. No construction shed, basement, garage, tent, shack, travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.
5. All buildings shall have: (i) a maximum building height of Thirty (30) feet from the surface of the lot to the peak of the highest projection thereof; (ii) no more than two stories; (iii) no exposed radio, radio-telephone, ~~television or microwave receiving or transmitting antennas, or masts or dishes~~; (iv) no air conditioning unit on roofs; (v) a closed garage with interior dimensions of no less than twenty (20) feet wide and twenty (20) feet deep; (vi) on any roof visible from ground level at any point within ~~Tract 4076-B~~ 4076 as its exposed visible surface, clay, concrete or ceramic tile, slate, or equal as may be approved by the Committee ~~on~~ of Architecture; (vii) tempered glass in all windows facing fairways and driving range lakes.
6. All buildings and projections thereof on lots not adjacent to the golf course being ~~Lots 31, 32, 33, 34, 35, 36, 37, 41, 42, 69, 74, 78, 79, 80, 81 and 108 Block F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 Block G, Lots 21, 22, 26, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 66, 67, and 68 Block H, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 Block I, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 Block J, and Lots 1, 2, 3, 4, 5, 6, and 7 Block K,~~ shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. All buildings and projections thereof on all other lots of ~~Tract 4076-B~~ in said tracts, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from side property lines. Owners approve an exception to the five foot (5') side yard setback, if due to an error in construction, as long as there is a total of ten feet (10') between two adjacent lot structures.

7. Lots 75 through 86 inclusive, Block F, shall not have direct vehicular driveway access to Mountain View Road or ~~Lippan Lipan~~ Boulevard, as the case may be, but rather shall have vehicular access from the twenty-four foot (24') access easement as depicted on the plat. No automobiles, motorcycles, bicycles or other vehicles shall be parked in said access easement.
8. Fences and walls define surveyed lot boundaries and shall not exceed six (6) feet in height and shall not may be constructed in the street set back area (being twenty feet (20') from the front property line). Fences and walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') and may be a combination of wrought iron panels atop a short block wall that does not obstruct views, white, earth tone or black in color which shall continue along the side lot line for a distance of fifteen feet (15') not less than twelve (12) feet. Golf ball safety barriers on lots adjacent to the golf course shall be free standing inside the boundary fence. The golf ball barrier netting may be of chain link. Fences, walls and railings within the twenty (20) foot front yard boundary line must be decorative, shall not exceed six (6) feet in height and shall not obstruct views. Privacy screening on wrought iron fences or gates shall not be of wood, wood based product, or any fabric that is or can become deteriorated by inclement weather such as wind and sun or the like.
9. No individual water supply system (private well) shall be permitted on any lot in the subdivision.
10. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.
11. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, ~~the corporation whose members are the lot owners, Declarant, or its successor and assigns,~~ any lot owner shall have the right to enter upon the land and remove the offending objects at the expense of the violating owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.
12. No business promotion sign, advertisement, billboard or advertising structure of any kind such as contractors for painting, swimming pools, home building or remodeling, and the like shall be erected or allowed on any of the improved or unimproved lots, and no signs shall be erected or allowed to remain on any lots, improved or otherwise, provided, however, that an owner may place on his improved lot "For Sale" signs, "For Lease" signs or "For Rent" signs until such time that the home is sold, rented or leased so long as they are of reasonable dimensions and are not dilapidated, uprooted, nor pose a risk of harm to persons or property. Signs on unimproved lots that are for sale must clearly state "For Sale" on the sign and if offered by the lot owner it must say "by owner" with the owner's contact phone number on the sign.
13. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

14. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machine parts, boats, hauling trailers or cargo trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed ~~twelve~~ fourteen hours prior to pickup and shall be hidden from view of the public right-of-way within twelve hours after pickup.
15. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.
16. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple family dwellings, including apartments, condominiums, and town houses are expressly forbidden. Casitas and patio homes are expressly forbidden.
17. None of the premises shall be used for other than residential purposes or for any of the following: storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl, fish or other creatures; abattoirs or fat rendering; livery stables, kennels or horse or cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law.
18. These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ~~twenty five (25)~~ ten (10) years from the date ~~hereof~~ of recording. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots on all of the property then subject to these conditions. Notwithstanding anything herein to the contrary, ~~prior to the Declarant having sold a lot that is subject to this instrument, Declarant Owners~~ may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall ~~supersede~~ supersede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office. The President of the UA is hereby the authorized Officer in charge of filing the Amended Declaration for recording with the Mohave County Recorder's Office.
19. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
20. If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for ~~Declarant, its successors or assigns, the corporation whose members are the lot owners or any person or persons owning real~~

property located within the subdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions or conditions and prevent such violating party from so doing ~~or to~~ and shall recover damages or other dues for such violations. In addition to any other relief obtained from a court of competent jurisdiction, the prevailing party ~~may~~ shall recover a reasonable attorney fee as set by the court. No failure of any person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

21. In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last partners of Desert Lakes Development L.P. who caused Desert Lakes Golf Course & Estates to be created, or twenty-one (21) years after the death of the last survivor of all of said incorporators children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

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

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

Uses Permitted:

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

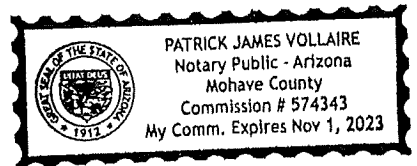
DESERT LAKES SUBDIVISION TRACT 4076 UNINCORPORATED ASSOCIATION

By Nancy Knight
Nancy Knight, President

STATE OF ARIZONA)
) ss
COUNTY OF MOHAVE)

On this, the 26 day of May, 2022, before me the undersigned officer, personally appeared NANCY KNIGHT, who acknowledged herself to be President of the Desert Lakes Subdivision Tract 4076 Unincorporated Association and that she, as such officer being authorized so to do, circulated ballots for Amendments to the Desert Lakes Tract 4076 Declaration of Covenants, Conditions and Restrictions and executed the foregoing instrument for the purposes therein contained, by signing the name of the Unincorporated Association by herself as an officer on behalf of the Declarants.

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



[Signature]
Notary Public

My Commission Expires:

NOV 1, 2023

**BALLOT
SIGNATURE EXHIBIT**

I understand that my signature on the "Official Ballot" will be used to calculate the percentage of lots approved by their respective property owners to determine whether the "First Amended Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course & Estates Subdivision Tract 4076" qualifies for filing the instrument with the Mohave County Recorder's Office. I understand that 75% of the lots must be approved for filing the "First Amended Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course & Estates Subdivision Tract 4076" with the Mohave County Recorder's Office.

I have consulted with co-owners of my lot or lots, if any, and it was agreed that my signature certifies an agreement that my signature qualifies as a favorable vote for each Assessor Parcel Number listed on the Official Ballot.

I have read and understand the language and contents of the Amendments Proposed as was underscored from the existing Declarations for said lots in Tract 4076-B, Tract 4076-D and Tract 4163 Unit E.

I also understand that a separate mailing for lots in Tract 4076-A, Tract 4076-C and Tract 4132 will be conducted and if approved by owners of 75% of those lots, one "First Consolidated and Amended Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course & Estates Subdivision Tract 4076" will be Recorded for the entire 300+acre Subdivision Tract 4076.

I understand that this amended Declaration supersedes the original Declarations for Tract 4076-B that also covered Tract 4163 Unit E and Tract 4076-D and may eventually also supersede Declarations for Tract 4076-A, Tract 4132 and Tract 4076-C. The five original Declarations were recorded at Book 1641 Page 895 (Tract 4076-B CC&Rs), Book 1808 Page 509 (Tract 4076-D CC&Rs), Book 1554 Page 197 (Tract 4076-A CC&Rs), Book 1724 Page 39 (Tract 4076-C CC&Rs) and Book 3008 Page 676 (Tract 4132). I understand that Tract 4159 is not included as it was annexed and not a part of the Original 1988 approved Preliminary Plat that created Subdivision Tract 4076.

In the event that I have an error in stating my APN or APNs as the case may be, I authorize an officer of the Desert Lakes Subdivision Tract 4076 Unincorporated Association to correct the error pursuant to my recorded Deed or the APN listed on my Assessor's Property Tax Statement.

Turn over for Official Ballot

OFFICIAL BALLOT

**Each Assessor Parcel Number (APN) qualifies as one vote.
One signature of a property owner qualifies as a favorable vote for each APN.
For example, one signature for two APNs, qualifies as two favorable votes.**

APPROVED by _____
(signature of the property owner):

Printed Name of property owner: _____

Date of Signature: _____

E-mail Address (optional) _____

APNs: _____

Site Address (s)

Copy this Ballot if more than three APNs are owned by the property owner and sign each attached page.

Return this Ballot to:

Desert Lakes Unincorporated Association, PO Box 9436, Fort Mohave, AZ 86427

A contribution of three dollars (\$3.00) payable to Nancy Knight to help cover costs incurred would be appreciated.

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

Request to Set Status Conference and Hearing

EXHIBIT B

From: nancyknight <nancyknight@frontier.com>
Sent: Wednesday, June 8, 2022 2:43 PM
To: tshura@lundberg-elias.com
Cc: djolaw@frontiernet.net; Jeff Haws <Jeff.Haws@mohavecounty.us>; Divna Unipan <healthy.life@comcast.net>
Subject: Re: "Ballot"

Ms. Elias,

Thank you for letting me know it is delivered.

You seem to be too upset to read the language clearly.

What you have assumed is not what it says.

The Ballot is specific for the First Amended Declaration of CC&Rs for affected property owners who are concerned due to your clients' letter and quasi-retraction post card. The Exhibit Clerk has already been provided the Ballot, the proposed amendments, the letter from your client and the quasi-retraction post card for our pending Oral Arguments.

My consult attorney reviewed the amended declaration and offered revisions that were included as advised.

There is no Summons. There is only a request to provide accurate information for the mailing that I have to do when the entire Summons packet is ready to be served. Attorney Oehler and the Court are aware that I am diligently working on an accurate mailing for the necessary and interested parties. It would not be cost effective for me to wait until inaccurate mailings are returned as undeliverable or for forwarding addresses that have expired. It is a process and my attorney in that case is working on the language of the information letter that is to go with the Summons – if I am understanding the process correctly.

Nancy

From: tshura@lundberg-elias.com
Sent: Wednesday, June 08, 2022 1:52 PM
To: nancyknight
Cc: 'Jeff Haws' ; 'Dan Oehler'
Subject: "Ballot"

Ms. Knight,