

BY: DY ED
2018 MAY 18 PM 1:55
VIRLYNN THINELL
SUPERIOR COURT CLERK

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6 Plaintiff Pro Per

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

9 NANCY KNIGHT,
10
11 Plaintiff,
12
13 vs.
14 GLEN LUDWIG and PEARL LUDWIG,
15 Trustees of THE LUDWIG FAMILY TRUST;
16 FAIRWAY CONSTRUCTORS, INC.;
17 MEHDI AZARMI; JAMES B. ROBERTS and
18 DONNA M. ROBERTS, husband and wife;
19 JOHN DOES 1-10; JANE DOES 1-10; ABC
20 CORPORATIONS 1-10; and XYZ
21 PARTNERSHIPS 1-10.
22
23 Defendants.

Case No.: **CV 2018 04003**

**PLAINTIFF'S RESPONSE TO
DEFENDANT'S OBJECTION TO
AMEND COMPLAINT FOR
COUNT 2 - TRACT 4076B**

**Division II
Honorable Derek Carlisle**

24 Plaintiff Pro Per, NANCY KNIGHT, hereby submits her Response to Defendant's
25 (Ludwig, Azarmi, Fairway Constructors, Inc.) Opposition to Amend Complaint for Count
26 2 (Tract 4076B). This Response is supported by the attached Memorandum of Points,
27 Authorities, and Plaintiff's Statement of Facts and Exhibits.

28 RESPECTFULLY submitted this 18 day of May, 2018.

Nancy Knight

NANCY KNIGHT, Plaintiff Pro Per



B8015CV201804003

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **THE FACTS**

3
4 The Plaintiff agrees with Defendants Azarmi, Ludwig, and Fairway Constructors,
5 Inc. (hereinafter “Developers”) that the Court has the authority and discretion in the
6 matter to grant the Plaintiff amendment rights to the Complaint for Count 2 that was not
7 dismissed in open court during Oral Arguments before the Honorable Derek Carlisle on
8 April 2, 2018. The rationale for granting the amended complaint were cited in the
9 Plaintiff’s Motion for Leave to amend, whereby none of the reasons for a justified denial
10 existed.
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13 The Defendant’s reference to Count 1 has no relevance in this matter before the
14 court since Count 1 was dismissed and the Roberts were stricken as Defendants in the
15 Exhibit of the Proposed Amended Complaint. It remains to be seen if the court grants the
16 dismissal of Count 1 without prejudice as the Plaintiff has requested or with prejudice as
17 the Defendants have requested.
18

19 The rationale for the Injunctions cited against the Defendants for both any future
20 violations of signage on unimproved lots and for any future circumvention of the
21 CC&Rs, including but not limited to setback reductions, is based on the history of the
22 defendant Developers in using their political influence for profit at the expense of the
23 public. This Developer has a proven history of being approved for a County variance for
24 the egregious rear setback of ten feet when the CC&Rs restrict the rear setback at twenty
25 feet. This Developer, with the support of former County Supervisor Moss of the Fort
26 Mohave area District, together with a systemic pattern of county government corruption
27
28

1 among a few county employees, attempted to violate the CC&Rs throughout Desert
2 Lakes Golf Course and Estates through Board of Supervisor (hereinafter "BOS")
3 Resolutions 2016-125 and 2016-126. The Plaintiff was successful in her pleading for
4 denial of the Developer's efforts before the BOS on October 3, 2016 whereby three
5 Honorable Supervisors voted to Deny. The Honorable Supervisor Johnson, of the Lake
6 Havasu City District, was appalled by the extent at which Development Services
7 employees moved to accommodate the Developer. He said, "I can tell you in Lake
8 Havasu they would lynch you for doing something like that, that would not go over at all.
9 He stated, "I don't see why that's becoming an issue now in that subdivision [Desert
10 Lakes] and why we're getting involved in it. He asked of the Director of Development
11 Services, "Mr. Hont, you were talking about staking and doing all of this manual labor,
12 it's the person requesting that's paying us for that right? ..." Mr. Hont responded "no...".
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17 Through a time consuming delay for answers from the Plaintiff's February 10,
18 2018 Public Records Request that was finally answered on April 4, 2018, we learned that
19 the cost to the taxpayer is estimated at \$12,500 (email dated April 4, 2018 from the
20 current Director Walsh).
21

22 Had it not been for the Plaintiff's efforts to protect the intent of the CC&Rs from
23 this Developer's egregious attempted violations, the entire issue would not have been
24 exposed and it would not have caught the attention of the Arizona Attorney General's
25 Special Investigative Section and subsequently the FBI.
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1 The Plaintiff has no interest in pursuing the criminal act of misappropriation of
2 taxpayer dollars intended for public good that was spent on this Developer's intent for
3 profit, but hopes the FBI will continue their efforts to Drain the Swamp locally.
4

5 The Plaintiff is interested in restoring the taxpayer dollars that she contributed to
6 the General Fund to be reimbursed by the Developer (the single proponent for the
7 Resolutions with the political connections of former Supervisor Moss, membership on the
8 County Review Committee, and member of the County Planning and Zoning Committee.
9 The Plaintiff is not acting as an employee of the County but rather as a taxpayer of the
10 County from which these funds were spent on this Developer's interests over her own.
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13 Further, the public-at-large does not need a former Supervisor who ruled by favor
14 to a Developer who historically supported the Supervisor's elections, to now be elected to
15 the Superior Court with a ballot designation as an "incumbent" due to appointment to the
16 Court. What a travesty of justice and shame the Court experiences when one of their own
17 rules by favor for political aspirations. The Court should use its influence to prevent the
18 travesty of a distorted Honor of the Court.
19
20

21 Injunctions requested by the Plaintiff are intended to stop the defendant Developer
22 from its pattern of egregious CC&R violations, albeit at this time, only within Tract
23 4076B.

24 From USLegal.com: "Personal jurisdiction is the court's authority to determine
25 personal rights and liabilities of the parties before it. Under personal jurisdiction the court
26 has the power to decide matters of a particular defendant (in personam jurisdiction) or an
27 item of property (in rem jurisdiction)." The Court has jurisdiction in this matter.

28 Cornel Law School provides open access to the law. Their following citations are
underscored for emphasis. "An injunction is a court order requiring an individual to do or

1 omit doing a specific action. It is an extraordinary remedy that courts utilize in special
2 cases to alter or maintain the status quo, depending on the circumstances, particularly
3 where the defendant-party must stop its course of action to prevent possible injustice and
4 irreparable harm to the plaintiff. Injunctive relief is a discretionary power of the court, in
5 which the court balances the irreparability of harm and inadequacy of damages if an
6 injunction were not granted against the damages that would result if an injunction was
7 granted. An individual who has been given adequate notice of an injunction but fails to
8 follow the court's orders may be punished for contempt of the court. There is a balancing
9 test that courts typically employ in determining whether to issue an injunction. To seek a
10 permanent injunction, the plaintiff must pass the four-step test: (1) that the plaintiff has
11 suffered an irreparable injury; (2) that remedies available at law, such as monetary
12 damages, are inadequate to compensate for the injury; (3) that the remedy in equity is
13 warranted upon consideration of the balance of hardships between the plaintiff and
14 defendant; and (4) that the permanent injunction being sought would not hurt public
15 interest. See, e.g., *Weinberger v. Romero—Barcelo*, 456 U.S. 305, 311–313, 102 S.Ct.
16 1798, 72 L.Ed.2d 91 (1982); *Amoco Production Co. v. Gambell*, 480 U.S. 531, 542, 107
17 S.Ct. 1396, 94 L.Ed.2d 542 (1987). In balancing the damages to the plaintiff and the
18 defendant and the public interest, the courts balance the relative harm and benefit to both
19 the defendant and the plaintiff if the injunction is granted. Also, in some jurisdictions,
20 courts take into consideration good faith of the parties. If it seems that the defendant is
21 acting in good faith, by doing all that it can to abate the nuisance, the court may reflect
22 those efforts in the terms of its order. In contrast, if the court believes the defendant is
23 acting in bad faith, the court will show little sympathy and rule in favor of permanent
24 injunction. See, e.g., *Penland v. Redwood Sanitary Sewer Serv. Dist.*, 965 P.2d 433, 440
25 (Or. Ct. App.1998); *Holubec v. Brandenburger*, 58 S.W.3d 201, 213-14 (Tex. App.
26 2001), rev'd on other grounds, 111 S.W.3d 32 (Tex. 2003).”

27 The Plaintiff suffered irreparable injury, in lost time and enjoyment of her golden
28 years, by having to spend her precious limited time on research, letters, emails, and

1 presentations as a single voice seeking justice in the matter of her CC&Rs before the
2 BOS. She won on one level (the BOS three member vote to Deny setback reduction
3 Resolutions to benefit this Developer) but needs Injunctive Relief from having to be
4 constantly vigilant against this Developer's self-serving motives to violate, threaten or
5 attempt to violate, the CC&Rs in the future.

6 The Plaintiff has a right to request recovery of her actual and consequential
7 damages. Further, the Plaintiff has attorney fees and paralegal fees associated with this
8 matter as expenditures prior to having to file as a pro per Plaintiff. The exorbitant retainer
9 of \$10,000 requested by attorney Knochel of Bullhead City for which she paid a consult
10 fee plus the hundreds of dollars paid to a paralegal to help draft the original Breach of
11 Contract Complaint are not minor costs to a senior citizen on a relatively low and
12 primarily fixed income who works part-time to supplement low social security retirement
13 benefits.

14 Other matters requested by the Plaintiff, such as a Declaratory Judgment, are
15 within the authority of the Court to deny or rule in favor of the Plaintiff's request. The
16 Declaratory Judgment has not been written to date for a ruling therefore it is not a point
17 for the defendant Developer to challenge at this time. It is also intended for public good
18 and has no cost to the defendant Developer.

19 Likewise, Discovery of the property owners who have been harmed by the
20 egregious acts of the Developer have not been fully vetted to date and therefore are not
21 subject to argument by the Developer at this time. All of the Plaintiff's requests, when the
22 time comes, is a matter for the Court, and not the opposing counsel, to weigh both sides
23 of the evidence and rule one way or the other.

24 This case is not, nor could it be, considered a class action law suit. There are many
25 other builders of homes in the Desert Lakes community who have abided in their
26 imposed upon CC&Rs. A class action would assume the entire community would have
27 been harmed by this defendant Developer. The Plaintiff's extensive research already
28 vetted that a class action was not appropriate in this matter. The Plaintiff's research has

1 concluded that there are individual property owners who, due to no fault of their own, all
2 need protections from prosecution for CC&R violations due to the County's errors and/or
3 omissions of inspections and/or former County Resolutions at the behest of other
4 subdividers.

5 There also exists a need for possible restitution to other individual property owners
6 if cause of harm is determined to be a liability of this defendant Developer.

7 The Plaintiff's efforts are not futile. The defendant Developer has signage on
8 unimproved lots in Tract 4076B (photo attached from one on Lipan Blvd). Signage on
9 unimproved lots exist in Tract 4076A as well although not a claim in this Amended
10 Complaint; however, the sample photo demonstrates how signage falls over and collects
11 trash). An attempted violation is prosecutable in accordance with Tract 4076B CC&Rs
12 (paragraph 20 - attached). There exists a preponderance of evidence that the defendant
13 Developer was the single proponent of the attempted violation of setbacks in Tract
14 4076B.

15 Exhibits in defense of the Plaintiff's claims include email communication from
16 Mr. Walsh, the current Director of Development Services (attached). The County's online
17 video of the "proponent's" (Mr. Azarmi) presentation before his fellow Planning
18 Commissioners in September 2016 that resulted in a unanimous vote to approve the
19 reduced setbacks. The attempted violation of CC&R setbacks for Tracts 4076B and 4163
20 includes the Plaintiff's lot among the 227 parcel numbers that were mailed the BOS
21 Resolution packet (list attached). The minutes from the BOS meeting for these setback
22 Resolutions (2016-125 and 2016-126) held on October 3, 2016 with questions and
23 concerns raised by Honorable Supervisors (Pages 19-24 attached).

24 Supervisor Angius aksed, on page 21 of the BOS Meeting Minutes, "...the
25 CC&Rs of this development were taken into account right?" Mr. Hont, the Director of
26 Development Services at the time of the meeting, stated "no actually we did not take the
27 CC&Rs into account... in summary the County doesn't enforce CC&Rs..."
28

1 Herein lies the problem with the “opinion” of the County’s legal department
2 whose salaries are dependent on maintaining favor within the system and not for the
3 benefit of the public-at-large. The County does not enforce CC&Rs and given the further
4 “opinion” of the legal department that they are not a party to the CC&Rs, Development
5 Services issues permits, variances, and Resolutions in violation of the CC&Rs. The Court
6 is the only hope the Plaintiff has for enforcement of her CC&Rs.

7 The original Complaint cited only one home where the Developer, together with
8 the self-serving future owner of the home, James Roberts, took advantage of a county
9 variance to violate the CC&Rs for the setbacks in Tract 4076A. The Roberts’ home is a
10 minor issue in the Plaintiff’s original Complaint considering it is only one home among
11 the many that Mr. Azarmi caused to be attempted for setback violations through his
12 positions on the County Review Committee and County Planning and Zoning Committee
13 (email from Tim Walsh dated April 2, 2018). Based on a sort of the file provided by
14 Development Services, two hundred twenty-seven (227) parcel number owners were
15 offered the attempted CC&R Tract 4076B setback violations (list attached). Fifty-eight
16 (25.6 %) parcel owners responded for the setbacks and were put at risk for civil litigation
17 if the Plaintiff had not fought the egregious self-serving action of the defendant
18 Developer. Two hundred thirty-five (235) parcel owners were offered the setbacks in
19 CC&R Tract 4076A with sixty-two (62) responding for the setbacks. Two hundred
20 seventy-two (272) were offered the setbacks among the three other CC&R Tracts in
21 Desert Lakes Golf Course and Estates with a total of sixty (60) responding for the
22 setbacks. The risk this Developer caused is substantial.

23 Had it not been for the Plaintiff’s diligence for denial of the BOS Resolutions, a
24 multitude of innocent property owners would have fallen victim to this conflict of interest
25 by one Developer with political connections, the proponent, Mr. Azarmi and his company
26 Fairway Constructors, Inc.

1 The Court set forth the splitting of the two Tracts (4076 A as Count 1 and 4076B
2 as Count 2) in its ruling from the Oral Arguments on April 2, 2018. The Plaintiff is
3 setting forth the matter for clarity in her Proposed Amended Complaint.

4 It is visibly clear that shorter than twenty foot front yard driveways exist within
5 the Plaintiff's CC&R Tract 4076B. Shorter than 20 foot rear yard setbacks are more
6 difficult to ascertain. In the absence of the right to Discovery and Disclosure, the Plaintiff
7 has limited ability to search for the other existing violations caused by the defendant
8 Developer.

9 The Court would be abusing its discretion if the Plaintiff's rights to Amend the
10 Complaint were denied. The potential request for the reimbursement of the Plaintiff's
11 taxpayer dollars to the County General Fund are justified although at this time they are
12 merely stated in the Complaint and would require a ruling, Judgment, and Order by the
13 Court at some future date, therefore it is not cause for delay of the more important
14 matters at hand which are the Breach of Contract for the existing violations and attempted
15 violations of the CC&Rs.

16 CONCLUSION

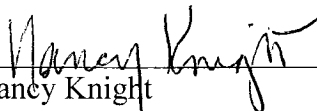
17 The Plaintiff alleges and has provided evidence that the defendant Developers
18 have attempted to violate CC&R setbacks in Tract 4076B. Plaintiff alleges and has
19 provided evidence that the defendant Developers have signage on unimproved lots in
20 Tract 4076B. These are not possible future civil wrongs, they are existing wrongs. If
21 allowed to go unpunished, there is a strong likelihood that political connections will
22 advance the defendant Developers illegal behavior to the detriment of Desert Lakes Golf
23 Course and Estates. The Plaintiff has been granted rights to enforce violations and
24 attempted violations in accordance with Tract 4076B CC&Rs and is seeking clarification
25 that the Court defines this entire CC&R Tract of lots and parcels that run with the land as
26 Count 2.

27 Plaintiff does not claim to represent Mohave County and has not proposed a class
28 action law suit.

1 The Defendants should not be entitled to any award for attorney fees in
2 accordance with ARS 12-341.01. The Plaintiff's action is a just claim especially
3 considering the interest and evaluation by the Attorney General's SIS unit and the FBI.
4 Nor should attorney fees be awarded in accordance with ARS 12-349. The Plaintiff did
5 not bring the claim without substantial justification ("without substantial justification"
6 means that the claim is groundless and is not made in good faith). Nor was it brought
7 solely or primarily for delay or harassment, nor to expand or delay the proceeding, nor
8 for abuse of discovery. Regarding ARS 12-3201, the Plaintiff has not engaged in
9 vexatious conduct – no harassment, no delay in court proceedings, no unjustified actions,
10 no unreasonable requests for information. The Plaintiff has at all times researched the
11 Arizona Rules of Civil Procedure in her efforts to seek justice.
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16 A famous quote expresses the need for the Plaintiff to seek justice. "The only
17 thing necessary for evil to triumph is that good men do nothing".
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19 **RESPECTFULLY SUBMITTED** this 18 day of May 2018.

20 
21 _____
22 Nancy Knight
23 Plaintiff Pro Per

24 **COPY** of the foregoing was hand delivered
25 on 18 day of May, 2018 to:

26 The law office of Daniel Oehler
27 2001 highway 95, Suite 15
28 Bullhead City, Arizona 86442

1 List of Exhibits

- 2 1. BOS Minutes pages 19-24
- 3 2. Public Records Request with email responses from Director Walsh
- 4 3. Attorney General and FBI email
- 5 4. Photo of Signage in Tract 4076B
- 6 5. Photo of Signage collecting trash
- 7 6. CC&R paragraph 20 in Book 1641
- 8 7. Parcel list of 227 property owners offered setback reductions in Tract 4076B

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Motion was voted on and carried with a vote of 4-0. (Supervisor Johnson was away from his seat and did not vote.)

Chairman Bishop opened the public hearing.

ITEM 35: Open Public Hearing: Discussion and possible action RE: Approve the placement of a lien for a dangerous building abatement in the amount of \$4,503.54, in accordance with Section 110 of the International Property Maintenance Code, Assessor's Parcel No. 324-04-130, 3950 E. Shaeffer Avenue, Kingman, Arizona.

Chairman Bishop closed the public hearing stating that there is no one to speak on this.

Motion was made by Supervisor Moss, seconded by Supervisor Watson and unanimously carried to approve Item 35.

Chairman Bishop opened the public hearing.

ITEM 36: Open Public Hearing: Discussion and possible action RE: Adoption of BOS Resolution No. 2016-125 **AMENDMENT TO BOS RESOLUTION NO. 93-122** on Assessor's Parcel Nos. 226-11-002, 226-11-012, 226-11-014, 226-11-015, 226-11-031, 226-11-032, 226-11-034, 226-11-035, 226-11-036, 226-11-037, 226-11-042, 226-11-044, 226-11-045A, 226-11-047, 226-11-049, 226-11-050, 226-11-052, 226-11-056, 226-11-058, 226-11-063, 226-11-064, 226-11-072, 226-11-075, 226-11-077, 226-11-092, 226-11-099, 226-11-102B, 226-11-103A, 226-11-104, 226-11-108, 226-11-109, 226-11-110, 226-11-115, 226-11-118, 226-11-120, 226-11-125, 226-11-133, 226-11-134, 226-11-144, 226-11-145, 226-11-147, 226-11-156, 226-11-166, 226-11-167, 226-11-168, 226-11-173, 226-11-176, 226-11-177, 226-11-179, 226-11-180, 226-11-182, 226-11-184, 226-11-185, 226-11-188, 226-11-191, 226-11-192, 226-11-202, 226-11-212, 226-11-217, 226-11-225, 226-11-229, 226-11-233, 226-13-001, 226-13-002, 226-13-003, 226-13-008, 226-13-009, 226-13-011A, 226-13-013, 226-13-016, 226-13-023, 226-13-025A, 226-13-027, 226-13-035, 226-13-036, 226-13-037, 226-13-038, 226-13-039, 226-13-049, 226-13-059, 226-13-061, 226-13-062, 226-13-064, 226-13-065, 226-13-079, 226-13-082, 226-13-083, 226-13-085, 226-13-086, 226-13-088, 226-13-090, 226-13-095, 226-13-102, 226-13-120, 226-13-126, 226-13-136, 226-13-141, 226-13-149, 226-13-152, 226-13-154, 226-13-157, 226-13-160, 226-13-165, 226-13-166, 226-13-167, 226-13-168, 226-13-172, 226-13-173, 226-13-174, 226-13-175, 226-13-177, 226-13-179, 226-13-181, 226-13-191, 226-13-201, 226-13-208, 226-13-211, 226-13-218, 226-13-225, 226-14-008, 226-14-010, 226-28-001, 226-28-009, 226-28-014, 226-28-015, 226-28-021, 226-28-028, 226-28-029, 226-28-030, 226-28-031, 226-28-036, 226-28-037, 226-28-040, 226-28-057, 226-28-060, 226-28-061, 226-28-066, 226-28-068, 226-28-070, 226-28-071, 226-28-088, 226-28-111, 226-28-126, 226-28-129, 226-28-130, 226-28-131, 226-28-135, 226-28-137, 226-28-148, 226-28-161, 226-28-168, 226-28-171, 226-28-172, 226-28-177, 226-28-180, 226-28-183, 226-28-187, 226-28-192, 226-28-193, 226-28-203, 226-28-215, 226-28-216, 226-28-217, 226-28-218, 226-28-219, 226-28-221, 226-28-227, and 226-28-229, to allow for a setback reduction in front yards from 20 feet to 15 feet and in rear yards from 20 feet to 15 feet, in the South Mohave Valley vicinity (east of State Highway 95 between Joy Lane and Lipan Boulevard), Mohave County, Arizona. (Commission recommended approval by unanimous vote)

Nancy Knight, Fort Mohave resident, stated one thing that isn't mentioned when you announced what the agenda item was, it's Desert Lakes Golf Course and Estates is that where these setbacks are wanted and I happen to live there. She then stated dear Honorable Board of Supervisors, I am here to speak to the rationale for your vote to deny the reduction in setbacks for the Desert Lakes Golf Course and Estates. She stated the most important reason is that the County did not provide full disclosure to our property owners with the packet that was mailed to us. She then stated full disclosure would have included the information that even though this Resolution can give builders and homeowners the right to reduce their setback and allow for a larger building footprint, the Desert Lakes Golf Course and Estates' CC&Rs will leave the builder or homeowner open for a lawsuit as the CC&R setbacks are more restrictive. She further stated that the County did ask anyone who wanted a larger building footprint and reduced setback to sign a waiver that protected the County from any reduction in property value as a result of taking the action to build with a reduced setback. She stated I asked many of our County employees how a larger building could cause a reduction in property value; no one would give me an answer. She then stated I think it is pretty clear that if a builder took up the option and was sued by a Desert Lakes property owner to enforce the CC&R setback, that builder would lose property value as a result of having to bring his building into compliance. She stated the County Attorney did a great job to protect the pocketbook, your pocketbook didn't he; not such a great job of protecting the property rights of Desert Lakes property owners and builders. She then stated this Resolution if approved will pit neighbor against neighbor, this Resolution is yet another step toward the slippery slope of a blighted development. She stated if no one steps up to the plate to enforce our CC&Rs what will you do next at the request of major developers who would put profit above our CC&R protections. She stated I am asking the Desert Lakes property owners for contributions for a legal defense fund to help residents in Desert Lakes ensure our property values and our CC&Rs are followed, we need to stand together to protect our neighborhood as it was designed to be protected. She then stated we have the best of both worlds, no homeowners association to pay dues to but the right as individual lot owners to take violators to court. She concluded by stating thank you for your consideration to not pit neighbor against neighbor.

Chairman Bishop closed the public hearing.

Motion was made by Supervisor Moss to approve Item 36.

Motion was made for discussion by Supervisor Angius, seconded by Supervisor Watson.

Supervisor Angius requested that Nick Hont come up. She then stated I watched this in full and it was discussed fully at the P&Z meeting and there were some questions asked about if all the, everybody was notified and a certain percentage actually a very low percentage sent it back there permission that they wanted to be included into the setback and people said no and you explained to me and I'm sure you'll explain why by law we had to do that. She stated and the question is, is that, going forward if somebody wants to get the setback they have to go through a process so out of this like 730 and some odd homeowners, only 172 said they wanted to so in the future if anybody else wanted to they would have to go through another process each individually that would take time both administratively and for the homeowner and cost money. She then stated and so what the P&Z Commission asked was if there was some kind of special waiver that we could give to those homeowners to make sure that if they wanted it in the future that they could be included as well. She stated and so and since this woman brought up this thing I assume that you worked that the CC&Rs of this home, of this development were taken into account right?

Nick Hont, Development Services Director, responded no actually we did not take the CC&Rs into account that's part of the question and these are legal questions so I asked Bob Taylor, our Deputy County Attorney, to answer these questions but in summary the County doesn't enforce CC&Rs that's, the County cannot, CC&Rs are changed by the homeowners association on their own and we don't even know about them most of the time, we don't...

Supervisor Angius stated if something we do is in, not opposition whatever the word is, to the CC&Rs which ones hold up?

Director Hont replied well the, you know we are Arizona Statutes and then Board Resolutions and that's how we have to comply with, the CC&Rs are private homeowners associations and they can make their own rules anyway and you know they can enforce it through lawsuits but the County doesn't enforce those.

Supervisor Angius inquired was the Board included in this, the Board of this home... (inaudible conversation) there is not a Board? No? Okay. (HOA)

Director Hont stated to answer your other question again Bob Taylor, Deputy County Attorney, is here that basically the Planning & Zoning Commission we were asked whether to make it easier for other property owners that may have missed the mailing to do it by basically executive to give me the authority to authorize it then and Bob Taylor's opinion was that the zoning setback was established by a legislative action so only by legislative action can it be changed so no it cannot be done by just staff. He stated and then the other question was that whether we can just do it for them but basically there's another statute that Bob Taylor cited that the zoning and the setback cannot be changed for any property without the property owners' consent; there's a law for that and plus there is Prop 207 that might be potential damages like the lady pointed out; I don't know what the property values go up and down I don't think anybody can answer that question but that could expose the County to liability so what's proposed here in front of the Board is to change only for those properties where the property owner specifically requested this. He then stated now the third question that was asked during the Planning & Zoning Commission meeting was that well how about if some of them didn't get the mail and then they fell behind and indeed we received about six or seven those that you know we gave ample time but they just sent in a request and said oh, we still want to do it. He stated and since that was done without charging any fees to the property owners by the County I was asked if I can make the commitment to do that free and I didn't make that commitment but I think it would be proper and I would like to make that commitment that we would do a second round of that and I asked additional property owners that want to change it and only specifically those that want to change it, I think we have six or seven right now, if we do a second round it takes quite a bit of work from our staff because have to stake the property and all around and also have to send out letters and give you know legal notices and properly wait for that but I think we could make that commitment.

Supervisor Angius stated right thank you and you know and just for the viewing public's sake just so you know there was 762 mailed, 179 said yes, 62 said no, 32 sent back incomplete information, 22 bad addresses, 2 in opposition and 1 in favor and now you said 6 more who wanted to join. She then stated so again you know I know you sent it to the address where people get their taxes a lot of people don't pay their taxes they pay through escrow so I like this idea about doing it one more time now it's going to be in the news, people know, so you know it doesn't come back and people are upset, we

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

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

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

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

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

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

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

→ Supervisor Watson stated I just want it to be noted that you know when we're doing due diligence in purchasing a piece of property certainly the CC&Rs are part, parcel and value of that property. He then stated any action that we take today to change those decisions on the CC&R I believe would be a very liable situation for Mohave County unless there was 100 percent of people from the subdivision that were for this change, that's just a gut feeling but Proposition 207 protects any action that we do makes us liable, my only comment.

→ Supervisor Moss stated my take on this is twofold, the CC&Rs from a government perspective we don't, the Board of Supervisors does not enforce CC&Rs that's the job for the homeowners and the courts not the Board of Supervisors. He then stated what's being proposed here is allowing homeowners if they choose to allow their setbacks to match the countywide uniform setbacks, we're allowing them to say we're not treating your property rights any different, from a government perspective we're not treating your property rights any different from any other person's property rights. He stated if CC&Rs that they've agreed to say something different that's a private contract, that's not something the Board of Supervisors is involved with; people can go and enforce their private contracts all they like, all we're doing is saying the government is not treating you any differently, if you have a contract restriction fine go deal with your contract restriction amongst the homeowners or the courts as the case may be.

Nancy Knight inquired can I speak to that?

Chairman Bishop stated yes go ahead.

→ Ms. Knight stated that is why you needed full disclosure, how you know 33 percent of those people who want to have that setback are the Mehdi Azarmi family and the Ludwig family so all those individual homeowners without full disclosure that I could file a lawsuit, any of the neighbors could file a lawsuit against them, I don't think you'd get their signature and a waiver to have this setback. She then stated it's very that's why I say don't pit neighbor against neighbor you do that when the County gave a permit to my next door neighbor to build on top of my wall it went over six feet that's another part of the case our CC&Rs only allow up to a six foot high wall. She further stated I mean it just compounds, this whole, I have never been in such a situation and so I'm hoping you see through what is behind this Resolution, thank you.

Supervisor Moss stated because I believe that the government should not be having different sets of property rights I move that we approve Item 36 of the agenda.

Supervisor Angius stated I'll second with the addition that we do a second notification.

Chairman Bishop inquired Attorney Ekstrom is that legal?

Supervisor Moss stated I believe what Supervisor Angius is saying is that she wants Nick to do what he already said he is going to do which is send out a second round of notices am I right about that?

Supervisor Angius stated we do it all the time.

Supervisor Moss stated if you want I'll amend my motion to include that request of Mr. Hont.

Chairman Bishop stated we have a gentleman in the audience who is wanting to speak, we've already closed the public hearing so I can't let you do that, I'm sorry.

Motion was made by Supervisor Moss, seconded by Supervisor Angius to approve Item 36 with the addition that we do a second notification. Motion failed by a vote of 2-3 with Chairman Bishop, Supervisors Watson and Johnson voting no.

Chairman Bishop opened the Public Hearing.

ITEM 37: Open Public Hearing: Discussion and possible action RE: Adoption of BOS Resolution No. 2016-126, **AMENDMENT TO BOS RESOLUTION NO. 91-231** on Assessor's Parcel Nos. 226-20-008, 226-20-009, 226-20-017, 226-20-018, 226-20-023, 226-20-025, 226-20-026, 226-20-028, 226-20-031, 226-20-037, and 226-20-038, to allow for a setback reduction in rear yards from 20 feet to 15 feet, in the South Mohave Valley vicinity (east of State Highway 95 between Joy Lane and Lipan Boulevard), Mohave County, Arizona. (Commission recommended approval by unanimous vote)

Nancy Knight, Fort Mohave resident, stated my presentation is exactly the same I'm asking for denial for the same reasons and thank you for those of you who did deny, thank you.

Chairman Bishop closed the Public Hearing.

Supervisor Moss stated for the same reasons that I expressed in Item 36 I believe we should approve Item 37 and if, I'll wait until any other Supervisor has comments before I make a motion.

Supervisor Watson stated I have the same comment, I'm concerned about the liability of Mohave County based on the CC&Rs being part and parcel of the value of each parcel and unless there was 100 percent participation I will not be supportive of it.

Motion was made by Supervisor Moss, seconded by Supervisor Angius to approve Item 37. Motion failed by a vote of 2-3 with Chairman Bishop, Supervisors Watson and Johnson voting no.

ITEM 38: Discussion and possible action RE: Authorize the Mohave County Development Services Department to coordinate an engineering review by Willdan Engineering, a professional engineering consultant under contract with the County, of a proposed plat of lots and roads within the incorporated Town of Colorado City at a total project cost of \$6,500, of which \$6,000 will cover the fees of Willdan Engineering, and \$500 will cover the cost of the County for coordinating the review. The County will be reimbursed for the total project cost by the United Effort Plan (UEP) Trust. The review of the plat would only address whether the lots and roads delineated thereon appear to facilitate transfer of title to the lots and roads, and would not otherwise approve the plat or determine any compliance with any adopted County or other standards. **(Continued by the Board at their September 19, 2016 meeting)**

Chairman Bishop stated we do have someone that has signed up to speak on this item, Mr. Jethro Barlow.

2a

nancyknight

From: "Tim Walsh" <Tim.Walsh@mohavecounty.us>
Date: Wednesday, April 04, 2018 10:42 AM
To: "nancyknight" <nancyknight@frontier.com>
Cc: "Buster Johnson" <johnsbd@frontiernet.net>; "Jean Bishop" <Jean.Bishop@mohavecounty.us>; "Lois Wakimoto" <Lois.Wakimoto@mohavecounty.us>; "Gary Watson" <Gary.Watson@mohavecounty.us>; "Hildy Angius" <Hildy.Angius@mohavecounty.us>; "Deanna Chapman" <Deanna.Chapman@mohavecounty.us>; "Christine Ballard" <Christine.Ballard@mohavecounty.us>; "Mike Hendrix" <Mike.Hendrix@mohavecounty.us>
Subject: RE: Still no Answers to Feb 10 Public Records Request Form

Ms. Knight:

Good Morning and thank you for your email. The work completed for the Desert Lakes Golf Course and Estates was done under normal business for the County, and as such a detailed accounting of the work for that specific project was not kept. However in considering like work, it could be estimated that personnel costs would have been around \$6,500 and the costs of supplies would have been around \$6,000. Again these are rough estimates considering the type of work that would have been performed.

Please let me know if you have any additional questions.

Thank you,

Tim

From: nancyknight [mailto:nancyknight@frontier.com]
Sent: Monday, April 02, 2018 4:46 PM
To: Tim Walsh <Tim.Walsh@mohavecounty.us>
Cc: Buster Johnson <johnsbd@frontiernet.net>; Jean Bishop <Jean.Bishop@mohavecounty.us>; Lois Wakimoto <Lois.Wakimoto@mohavecounty.us>; Gary Watson <Gary.Watson@mohavecounty.us>; Hildy Angius <Hildy.Angius@mohavecounty.us>; Deanna Chapman <Deanna.Chapman@mohavecounty.us>; Christine Ballard <Christine.Ballard@mohavecounty.us>; Mike Hendrix <Mike.Hendrix@mohavecounty.us>
Subject: Re: Still no Answers to Feb 10 Public Records Request Form

Hello Mr. Walsh,

I do not see the total cost in your reply but there should be invoices and postage is easily calculated. You mailed 762 packets at approximately \$3 each for the mailing of the packet and the postage on the return envelope which calculates to over \$2,200. Then there were the 180 signs that had to be staked in each yard. Don't you know how much money you paid the sign company? And the time for staff to post the signs in all of those yards? If published in the newspaper there must be an invoice for the Public Notice too. Then there was staff time to write the letters and fill the envelopes with all of the materials. All for what appears to be orchestrated by Mr. Azarmi for the single subdivision of Desert Lakes Golf Course and Estates. If the County was looking for consistency within the entire County, as Supervisor Moss tried to convince the Board for an approval vote for a 15 foot setback to match the Countywide ordinance, why was Desert Lakes Golf Course and Estates singled out? For example, did you consider the setbacks in Special Development zoning in Lake Havasu City, Mohave Valley, and Los Lagos in Fort Mohave to name a few? The Board should be very suspect of motives here. I know I am.

Nancy

From: Tim Walsh
Sent: Monday, April 02, 2018 9:00 AM

26

To: nancyknight@frontier.com
Cc: [Buster Johnson](#) ; [Jean Bishop](#) ; [Lois Wakimoto](#) ; [Gary Watson](#) ; [Hildy Angius](#) ; [Deanna Chapman](#) ; [Christine Ballard](#) ; [Mike Hendrix](#)
Subject: RE: Still no Answers to Feb 10 Public Records Request Form

Ms. Knight:


Good Morning. I sincerely apologize for the delay in responding to your request. The following are the responses to the questions posed in your request.

1. From 2013 through 2015, a Zoning Ordinance Review Committee reviewed the Zoning Ordinance. The committee agreed that as Mohave County became more urban, smaller setbacks were needed to accommodate the trends in housing. The committee believed they had made that change with amendments to setbacks in the Zoning Ordinance. However, many Special Development Zones had setbacks specific to that subdivision and those did not change. Mr. Azarmi, who was a member of the Review Committee and the Planning and Zoning Commission, brought this to the Development Services attention noting that the setbacks needed to be corrected.
2. To correct the setbacks, a mailing was required for those properties requiring to be notified and the costs of same would have been absorbed by our normal expense of operations in matters such as this. We do not keep itemized cost breakdowns of each item going to the Board.
3. The Planning and Zoning Department which is funded by the General Fund as well as from fees for services covered the costs related to the item.
4. According to the Board Clerk the denial has not been appealed to date.

Please let me know if you have any questions or require any additional information.

Thank you,

Tim



Timothy M. Walsh Jr., P.E.
Director
Mohave County Development Services
Building-Economic Development-Environmental
Quality-Flood Control-Planning-Zoning
Phone: 928-757-0903 | Fax: 928-757-0936
3250 E Kino Ave, Kingman, AZ 86409
tim.walsh@mohavecounty.us

From: nancyknight []

Sent: Saturday, (March 31), 2018 10:13 AM

To: Theresa Shell <Theresa.Shell@mohavecounty.us>

Cc: Buster Johnson <Buster.Johnson@mohavecounty.us>; Jean Bishop <Jean.Bishop@mohavecounty.us>; Lois Wakimoto <Lois.Wakimoto@mohavecounty.us>; Gary Watson <Gary.Watson@mohavecounty.us>; Hildy Angius <Hildy.Angius@mohavecounty.us>; Deanna Chapman <Deanna.Chapman@mohavecounty.us>

Subject: Still no Answers to Feb 10 Public Records Request Form

Theresa,

Over two weeks ago you said you would contact management if we didn't get our answers soon. The answers are not difficult to find as they have been cited in Minutes of the BOS meeting, BOA meeting, and Planning

Commission meeting and video. In fact I am certain the travesty that took place is not one that would need anyone to look up except for the accounting of the monies. I am certain the answers are indelible on the minds of the Development Services staff who sat in on the meetings and answered questions.

You said you could not provide the answers piecemeal and needed to provide all the answers to me at one time from the Request Form I filed with Development Services on or about February 10.

The total cost was not available to me anywhere and Mr. Hont said at the BOS meeting on October 3, 2016 that it was all paid for by the County with none paid for by the Proponent. We know the Proponent is Mehdi Azarmi as his fellow Commissioner Abbott identified him at the Planning Commission meeting giving Azarmi additional time to speak and to dupe his fellow Commissioners, in my opinion. Especially Melanie Bruehl, who knew about Desert Lakes and was concerned about views of adjacent lots if homes were built out to the maximum that would be allowed by the BOS Resolutions that began as Azarmi's proposed Amendments to former Resolutions.

How much money was spent on this travesty and what account did it come from is a question that should not take nearly two months to answer. I have been very patient. Where are the answers from my Public Records Request Form?

I think the BOS will be very interested in the answers as well. In fact, in my opinion Azarmi should be removed from the Planning Commission.

Deanna, please forward this email to all of the Planning Commissioners.

Respectfully,
Nancy Knight

Nancy Personal Mail

3a

From: "Diaz, Bethany" <Bethany.Diaz@azag.gov>
Date: Tuesday, December 12, 2017 3:51 PM
To: <nancy@thebugle.com>
Subject: RE: Letter to Attorney General's Office

Ms. Nancy Knight
.803 E Lipan Cir.
Fort Mohave, AZ 86426

Dear Ms. Knight,

Thank you for contacting the Arizona Attorney General's Office to inquire about your previous correspondence sent to our office.

Please accept my sincere apology that you have not yet received a response. Our office did receive your prior correspondence and it was forwarded to me. On October 4, 2017, I reviewed it and then made the determination to send it to our Special Investigations Section ("SIS") for further review.

I sent a follow up inquiry to the appropriate staff in SIS today upon receipt of your letter dated December 5, 2017 to ensure that your original correspondence is being reviewed. You should be receiving a communication directly from someone in SIS regarding your initial correspondence.

Once again, thank you for contacting the Arizona Attorney General's Office. I apologize for any inconvenience.

Thank you,

Bethany Diaz
Deputy Public Information Officer
Office of the Arizona Attorney General
2005 N Central Ave
Phoenix, AZ 85004

Our office has relocated and our new address is: 2005 N Central Ave, Phoenix, AZ 85004-1592.

From: Lipko, Kimberly
Sent: Monday, December 18, 2017 5:18 PM
To: 'Nancy Personal Mail'
Cc: Carroll, Donald
Subject: RE: Mohave County Corruption - Lost Packet received at AG office on Oct 1

36

Hi Nancy,

Special Agent Carroll has forwarded your complaint and all the information over to the FBI. There is an interested agent at that agency that will be looking into your allegations. Thank you.

Kim Lipko
Duty Agent



Office of the Attorney General
Special Investigations Section
2005 N Central Ave. Phoenix, AZ 85004
602-542-8888 (O)
<mailto:Sara.Skinner@azag.gov>
<http://www.azag.gov>

From: Nancy Personal Mail [<mailto:nancy@thebugle.com>]
Sent: Thursday, December 14, 2017 4:03 PM
To: Lipko, Kimberly
Subject: Re: Mohave County Corruption - Lost Packet received at AG office on Oct 1

Thank you so much.
Nancy

From: Lipko, Kimberly
Sent: Thursday, December 14, 2017 12:15 PM
To: 'Nancy Personal Mail'
Subject: RE: Mohave County Corruption - Lost Packet received at AG office on Oct 1

I have forwarded the email to our public corruption special agent for his review. I'll let you know what he thinks. Thanks.

Kim

Nancy Personal Mail

From: "Lipko, Kimberly" <Kimberly.Lipko@azag.gov>
Date: Thursday, January 04, 2018 7:13 AM
To: "'Nancy Personal Mail'" <nancy@thebugle.com>
Subject: RE: Mohave County Corruption - Lost Packet received at AG office on Oct 1

Thank you very much. I'll forward this to the agent that is working on this!

Kim

From: Nancy Personal Mail [mailto:nancy@thebugle.com]
Sent: Wednesday, January 03, 2018 12:54 PM
To: Lipko, Kimberly
Subject: Re: Mohave County Corruption - Lost Packet received at AG office on Oct 1

Thank you Kimberly,
 The files are attached.
 Exhibit 7 is the pdf of the Board of Adjustment Meeting Minutes
 Exhibit 9 is my letter to the Board of Supervisors (BOS) urging denial of the resolution for setback reductions
 Exhibit 10 is the Draft Complaint I wrote for a lawsuit "Breach of Contract" for CC&R violations

Nancy

From: Lipko, Kimberly
Sent: Wednesday, January 03, 2018 11:14 AM
To: 'Nancy Personal Mail'
Subject: RE: Mohave County Corruption - Lost Packet received at AG office on Oct 1

Hi Nancy, can you send us exhibits 7, 9, and 10 please? The special agent is still reviewing this matter but would like to see these documents.

Kim Lipko
 Duty Agent



Office of the Attorney General
 Special Investigations Section
 2005 N Central Ave. Phoenix, AZ 85004
 602-542-8888 (O)
<mailto:Sara.Skinner@azag.gov>
<http://www.azag.gov>

Pa

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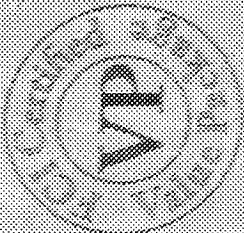
Lipson Blvd

2nd of Lipson Court

04.04.2018

BUILD OUT
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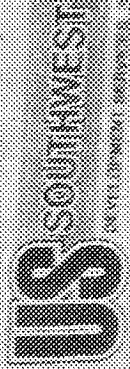
BUILD TO SUIT

928 788-7777

New Homes by:



Sales and Marketing by:



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4076B

Wichita, KS

04-04-2013

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Trac # 4076 A

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04.04.2013

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788-7777
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family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

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

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

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



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

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

	Parcel Number	Owner	Site Address	Requesting Setbacks
1	226-13-001	Pioneer Title TR 9051	5861 S DESERT LAKES DR	1
2	226-13-002	LUCCI ARMANDO & PATRICIA CPWRS	5867 S DESERT LAKES DR	2
3	226-13-003	COKER ELLSWORTH INC	5879 S DESERT LAKES DR	3
4	226-13-004	KRAEMER BOYD & LUANN		
5	226-13-005	LUKE ARNOLD J		
6	226-13-006	RINDHED DESIREE		
7	226-13-008	LUDWIG GLEN L & PEARLE A TRUSTEES	5903 S DESERT LAKES DR	4
8	226-13-009	STEPHENS ROBERT J 50	5905 S DESERT LAKES DR	5
9	226-13-010	GOECKE KENNETH DEAN & LUCY M TRUSTEES		
10	226-13-011A	POLIDORI VERONICA M	1889 E FAIRWAY DR	6
11	226-13-012	TAYLOR ROBERT & BELINDA TRUSTEES		
12	226-13-013	HERRERA BERNARDINO G & ROSALIE Y CPWRS	1882 E FAIRWAY BEND	7
13	226-13-014	PEREZ JOSEPH R & GLADYS F CPWRS		
14	226-13-015	ADAM LARRY R & JANE B JT		
15	226-13-016	BLACK JOSEPH M & MARY J, SHIOTSUGO RIC	1872 E FAIRWAY BEND	8
16	226-13-017	MADARIAGA REMY LEE & JACKIE CPWRS		
17	226-13-018	ARAGON DAVID		
18	226-13-019	SEIFFERLEIN PAUL W & JANA S CPWRS		
19	226-13-020	Lam Const. on Lariat 758-6014 pd \$17500 May 2017		
20	226-13-021	BORDING-JORGENSEN ERLING & DOREEN JT		
21	226-13-022	ILADA MELCHOR & DIGNACION TRS		
22	226-13-023	RITCHIE CHARLES & VICTORIA	1852 E FAIRWAY BND	9
23	226-13-025A	RITCHIE CHARLES & VICTORIA	1851 E FAIRWAY BND	10
24	226-13-026	CHOI SE		
25	226-13-027	JAMNEJAD PARVIN	1844 E FAIRWAY BND	11
26	226-13-028	THELEN LAWRENCE & SHAWN		
27	226-13-029	HENDRIX RICHARD & STEPHANIE JT		
28	226-13-030	WHITEFORD JOHN D & IKUKO CPWRS		
29	226-13-031	WILLIS JAMES W & THERESA N TRS		
30	226-13-032	VALORE TERRY A & KARIN E JT		
31	226-13-033	MESHECHEK EDWARD E & KAREN A		
32	226-13-034	FELAND WADE G JT ETAL, FELAND GREGORY G		
33	226-13-035	CRUZE KERRY W & DEBRAH	1813 E FAIRWAY CIR	12
34	226-13-036	Pioneer Title TR 9051	1812 E FAIRWAY CIR	13
35	226-13-037	Pioneer Title TR 9051	1816 E FAIRWAY CIR	14
36	226-13-038	Pioneer Title TR 9051	1820 E FAIRWAY CIR	15
37	226-13-039	Pioneer Title TR 9051	1828 E FAIRWAY DR	16
38	226-13-040	BAILEY KATHLEEN		
39	226-13-041	SPINDLER ROBERT		
40	226-13-042	PIONEER INVESTMENTS & HOLDINGS LLC		
41	226-13-043	GRAHAM SHEREE		
42	226-13-044	THOMPSON FRANK & CARMEN CPWRS 25		
43	226-13-045	PRIAN JOHN & PEGGY JT		
44	226-13-046	DSCHAAK RONNIE H & DEBORA J		
45	226-13-047	KINSELLA DAN & KELLY CPWRS		
46	226-13-048	LARUE SCOTT R & THERESA J CPWRS		

47	226-13-049	NAVARRO REAL ESTATE ENTERPRISES LLC ETA	1890 E FAIRWAY DR	17
48	226-13-050	SOBOTTA KARIN		
49	226-13-051	REES LEWIS & DOLORES JT		
50	226-13-052	EURICH RICHARD K		
51	226-13-053	ERNY CECELIA		
52	226-13-054	LEDBETTER WILLIAM & SHIRLEY JT		
53	226-13-055	HAUGEN JAMES & JANE TRUSTEES		
54	226-13-056	FEDERAL NATIONAL MORTGAGE ASSOC		
55	226-13-057	DRYG EDWARD J & BARBARA TRUSTEES		
56	226-13-058	HAUGEN JAMES A & JANE M TRUSTEES		
57	226-13-059	DANCS LOUIS & ILDIKO K CO-TRUSTEES	1972 E FAIRWAY DR	18
58	226-13-060	EMERY KENNETH B & MARJORIE CPWRS		
59	226-13-061	HUBBARD JAMES T	5919 S DESERT LAKES DR	19
	226-13-062	Pioneer Title TR 9051	5923 S DESERT LAKES DR	20
60	226-13-064	LUCERO CHARLES A JR & FELIZ	5931 S DESERT LAKES DR	21
61	226-13-065	MCGRAW JANICE	5935 S DESERT LAKES DR,	22
62	226-13-078	HUEBNER RICHARD C TRUSTEE		
63	226-13-079	BIESSENER BRUCE & JERSETS JOAN	1953 E LIPAN BLVD	23
64	226-13-080	SOLARIO RUBEN & ROSEMARIE JT		
65	226-13-081	BRAZEAL HARVEY & MARGIE JT		
66	226-13-082	LUDWIG GLEN L & PEARLE A TRUSTEES	1933 E LIPAN BLVD	24
67	226-13-083	FAIRWAY CONSTRUCTORS	1927 E LIPAN BLVD	25
68	226-13-084	FOUST DONALD E & VIRGINIA A		
69	226-13-085	COSTA DONALD TRUSTEE	1917 E LIPAN BLVD	26
70	226-13-086	MC HUGH DANIEL J & LAURA TRUSTEES	1909 E LIPAN BLVD	27
71	226-13-087	CONKLIN WALTER E ETAL JT		
72	226-13-088	MC HUGH DANIEL J TRUSTEE	1895 E LIPAN BLVD	28
73	226-13-089	KENNISTON JIMMY & SUSAN CPWRS		
74	226-13-090	MC HUGH DANIEL J & LAURA M TRUSTEES	1883 E LIPAN BLVD	29
75	226-13-091	THOMAS MICHAEL E & SANDRA JEAN LORD JT		
76	226-13-092	HEARN PATRICIA A RASMUSSEN		
77	226-13-093	BRIC INVESTMENTS INC		
78	226-13-094	HAYDEN WILLIAM J & CHARLOTTE CO-TRUSTEE		
79	226-13-095	SUNNE DOUGLAS & CHERYL	1857 E LIPAN BLVD	30
80	226-13-096	SANDOVAL RODNEY A		
81	226-13-097	FOX RICHARD W & CASSIE		
82	226-13-098	REYES GILBERT S & MARIA G CO-TRUSTEES		
83	226-13-100A	JOHNSON CHARLES A & DIANNA TRUSTEES		
84	226-13-101	FIXSEN CARY ETAL, FIXSEN TROY		
85	226-13-102	BOYETT CRAIG A	???? E FAIRWAY	31
86	226-13-103	WELITZKIN MARK		
87	226-13-104	TSEKO PAUL R JR & AMY L		
88	226-13-105	PEMBERTON WILLIAM & JUDY CPWRS		
89	226-13-106	DURNIL DIONNE, ERICKSON MARLEEN		
90	226-13-107	CARDENAS MARC A & JANET E TRUSTEES		
91	226-13-108	ASQUITH MICHAEL J & LYNDIA S CPWRS		
92	226-13-109	LANDS JAMES T		

93	226-13-110	BULYAR GARY & SUSAN		
94	226-13-111	WADE DENNIS L & SHARON J JT		
95	226-13-112	BERARD DAVID EDWARD & RAGNHILD OLIVIA J		
96	226-13-113	MATA JUAN C		
97	226-13-114	DOIZAKI ERNEST Y & KIYO ETAL JT		
98	226-13-115	VALDEZ JESUS & MELINA CPWRS		
99	226-13-116	WILHELMI FRANK & COLLEEN JT		
100	226-13-117	GREENWOOD LAWRENCE M & MAXINE A JT		
101	226-13-118	BAKER ALEXANDRA		
102	226-13-119	MC DONALD JOHN & PATRICIA JT		
103	226-13-120	WILLCOX SHARON MARIE	1857 E FAIRWAY CT,	32
104	226-13-122	CARTER JOE E & MARY NANETTE TRUSTEES		
105	226-13-123	TONTILLO SHIRLEY		
106	226-13-124A	AMORDE ROBERT H & LINDA C CPWRS		
107	226-13-125	BALSZ STEVEN T & STEPHANIE M		
108	226-13-126	JAMNEJAD PARVIN ETAL, AZARMI AMIR JT/JA	5858 S DESERT LAKES DR	33
109	226-13-127	PALMISANO SUSAN		
110	226-13-128	MAYNARD CLARA		
111	226-13-130A	KAISER PETER H & MARLAINE		
112	226-13-131	DAVIS CRYSTAL		
113	226-13-132	MARCH DAVID TRUSTEE		
114	226-13-133	PANOS LEON JT ETAL, ALDRICH BARBARA ANN		
115	226-13-134	ANDERSON DENNIS A & CONSTANCE M JT		
116	226-13-135	ABATE DIANE M ETAL		
117	226-13-136	FAROOQI SAM A & LILY W TRUSTEES	5894 S DESERT LAKES DR	34
118	226-13-137	MOORE JOHN C & JUNE F		
119	226-13-138	HIX AARON ANTHONY		
120	226-13-139	PLOUGH MATTHEW L & KIMBERLY K JT		
121	226-13-140	HETZEL DAVID & MICHELLE CPWRS		
122	226-13-141	JAMNEJAD PARVIN	1981 E FAIRWAY PL	35
123	226-13-142	WALASZEK DALE, WALASZEK MATTHEW		
124	226-13-143	BARTOLONE JOSEPH C & ROSE TRUSTEES		
125	226-13-144	PAGANO NICHOLAS & ANNE M TRUSTEES		
126	226-13-145	WOLGAMOTT WALTER D & VALERIE H TRUSTEES		
127	226-13-146	DINKIN ALAN J, GALLEGOS MICHELLE		
128	226-13-147	OECHSNER ROBERT & SANDRA CO-TRUSTEES		
129	226-13-148A	WILSON NICOLLE		
130	226-13-149	LUDWIG GLEN L & PEARLE A TRUSTEES	1988 E DESERT GREENS DR	36
131	226-13-150	ELLIOTT PATRICIA A TRUSTEE		
132	226-13-151	COFFEY MARTIN & LAURA		
133	226-13-152	BLACK JOSEPH M & MARY TRS 50	1968 E DESERT GREENS DR	37
134	226-13-153	ALESON DOUGLAS A & CAROL A JT		
135	226-13-154	VIGNONI JOHN & MONTGOMERY DONNA	1956 E DESERT GREENS DR	38
136	226-13-156	WRIGHT NICHOLAS F & BARBARA JT		
137	226-13-157	AZARMI AMIR CPWRS ETAL	1936 E DESERT GREENS DR	39
138	226-13-158	GAUCI GABRIELLE		
139	226-13-159	DEAN WILLIAM		

140	226-13-160	BOSKOVICH WALTER J & BARBARA A TRUSTEES	1914 E DESERT GREENS DR	40
141	226-13-161A	NESS MORLEY E & MARY C TRUSTEES		
142	226-13-162	MILLER WILMA EARNESTINE TRUSTEE		
143	226-13-163	JOHNSON CARL E & BEVERLY A TRUSTEES		
144	226-13-164	HENDRIX DANA		
145	226-13-165	HUNTER JAMES & TYREE TRUSTEES	1933 E DESERT DR	41
146	226-13-166	HUNTER JAMES & TYREE TRUSTEES	1939 E DESERT DR	42
147	226-13-167	AZARMI AMIR CPWRS ETAL	1945 E DESERT DR	43
148	226-13-168	SANAYE SIAVOSH	1951 E DESERT DR	44
149	226-13-170	HARRIS LOUISE, HARRIS LEE M	1963 E DESERT DR	45
150	226-13-171	STORTZ KIRBY R JR & CLAIRE L JT		
151	226-13-172	PORTER RONALD J & JUDITH F	1971 E DESERT DR	46
152	226-13-173	CROW WHITNEY I & CRISTY A CPWRS	1975 E DESERT DR	47
153	226-13-174	RYBURN BILLY M	1979 E DESERT DR	48
154	226-13-175	Pioneer Title TR 9051	1983 E DESERT DR	49
155	226-13-176	GARCIA PAUL C JR & VALERIE JT		
156	226-13-177	Pioneer Title TR 9051	1993 E DESERT DR	50
157	226-13-178	PIERCE JAMES JT 50		
158	226-13-179	Pioneer Title TR 9051	1986 E DESERT DR	51
159	226-13-180	JONES MICHAEL & HEATHER		
160	226-13-181	Pioneer Title TR 9051	1978 E DESERT DR	52
161	226-13-182	MARTIN BRANDON, BECKER ROWENA		
162	226-13-183	KOCH MICHAEL A & CAROL A JT		
163	226-13-184	TOPPING JED & LISLIE CPWRS		
164	226-13-185	DAVIS BARBARA TRUSTEE 50		
165	226-13-186	GARCIA BEN JR & PATSY CPWRS		
166	226-13-187	WARNER LORI TRUSTEE		
167	226-13-188	BOULDER LAND DEVELOPMENT LLC ETAL, LARS		
168	226-13-189	HUNT HAROLD G & KRISTIE L CPWRS		
169	226-13-190	ANDERSON DONOVAN E R		
170	226-13-191	PANASUK ANDREW E TRUSTEE	1929 E DESERT GREENS DR	53
171	226-13-192	ANDERSON GLENN R & BEVERLY JT		
172	226-13-194	LAIRD LEON & MARYJO CPWRS		
173	226-13-195	GOMES ROBERT & ANNE JT ETAL, GOMES ANGE		
174	226-13-196	COLIANNO JODY		
175	226-13-197	LAWSON DALE A		
176	226-13-198	RUSSELL ERIC		
177	226-13-199	RUIZ MANUEL A TRUSTEE		
178	226-13-200	RUIZ JOSEPH A		
179	226-13-201	SWEENEY DAWN	1991 E DESERT GREENS LN	54
180	226-13-202	ANDREWS DIANDRA M		
181	226-13-203	ZIMMERMAN DAMIAN & SARA JT 50		
182	226-13-204	FELIX IGNACIO CPWRS ETAL, CANFIELD-FELI		
183	226-13-205	ABRAMIAN ALFRED		
184	226-13-206	ALGORRI RAYMOND A & SUSAN TRUSTEES		
185	226-13-207	ROBISNSON DALE W TRUSTEE		
186	226-13-208	PLODZIN RICHARD & DIANA	1944 E DESERT GREENS LN	55

187	226-13-209	HARRIS GARY L & BONNIE K CO-TRUSTEES		
188	226-13-210	SMITH JASON M & HEIDI		
189	226-13-211	TIBERIO RICKY & YOLLANDA JT	1945 E SUNSET DR	56
190	226-13-212	BROWN SHARON L		
191	226-13-213	MONARREZ MANUEL M, MONARREZ STEVEN M		
192	226-13-214	LOW MARILYN TRUSTEE		
193	226-13-216	HAMMER DOREEN		
194	226-13-217	BALDSCHUN DAVE & MARTHA CPWRS		
195	226-13-218	FILLPOT WILLIAM C & NANCY A CPWRS	1995 E SUNSET DR	57
196	226-13-219	CHAMBERS FRANK & YAWALUCK JT		
197	226-13-220	THOMPSON JONATHAN L		
198	226-13-221	ALVARADO BRYAN		
199	226-13-222	TAYLOR BOYD A & KATHIE R TRUSTEES		
200	226-13-223	DOYLE GERALD		
201	226-13-224	MILLER EDWARD M		
202	226-13-225	THAMES JONATHAN	1995 E DESERT GREENS DR	58
203	226-23-002A	ANDERSON ANDERS GUNTHER & CINDY CPWRS		
204	226-23-003	SHAFER ADAM R		
205	226-23-004	FERRELL KEVIN & LISA CPWRS		
206	226-23-005	SIMMS MICHAEL JT ETAL, SIMMS MICHELLE J		
207	226-23-006	ENRIQUEZ VICTOR M SR & ANGELES H TRUSTE		
208	226-23-007	CABRERA ARTURO		
209	226-23-009A	KNIGHT WILLIAM R & NANCY L JT		
210	226-23-010A	EDWARDS RICKY D JR & CHELSEE R		
211	226-23-012A	FLORES RUBEN A & LUPE SALVADOR CPWRS		
212	226-23-013A	HILLIER BARRY G & JUDY M CPWRS		
213	226-23-015A	HIRSCHER WAYNE D & DIANE E		
214	226-23-016A	HOUSWORTH GLENDALE C & DOROTHEA I JT		
215	226-23-018A	GILLMAN DENNIS R & MARGARET M JT		
216	226-23-019	MCCLELLAND JOHN N JR & SHERRY A JT		
217	226-23-020A	PERDUE ROBERT A		
218	226-23-022A	MC KEAN THOMAS & DONNA JT		
219	226-23-023A	MONTOYA KEITH & DONNA CPWRS		
220	226-23-025A	GARCIA FRED & ROSE CPWRS		
221	226-23-026	GOODEN TAVARES & FIKE TESS		
222	226-23-027	PIERCE WENDY		
223	226-23-028	FUHRMEISTER GARY L & MONICA A		
224	226-23-029	BURDEN DENNIS B & ZOSIMA CPWRS		
225	226-23-030	KINSER KATHLEEN R TRUSTEE		
226	226-23-031	JUNG DANIEL R JT 50		
227	226-23-032	DEBERRY MICHAEL D, HEIDEMAN DOUGLAS P &		

58 requests

25.55%

227 parcels