

1 **LAW OFFICES**  
2 **DANIEL J. OEHLER**  
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4 **Bullhead City, Arizona 86442**  
5 **(928) 758-3988**  
6 **(928) 763-3227 (fax)**  
7 **djolaw10@gmail.com**

8 Daniel J. Oehler, Arizona State Bar No.: 002739  
9 Attorney for Defendants

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

13 NANCY KNIGHT,

14 Plaintiff,

15 vs.

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

23 Defendants.

NO.: CV-2018-04003

**DEFENDANTS' RESPONSE TO  
PLAINTIFF'S MOTION FOR  
ATTORNEY OEHLER TO  
STATE A CLAIM OF  
ABANDONMENT PURSUANT  
TO RULE 12 AND TO  
CONFORM WITH AN  
EXTENSION OF TIME TO  
SERVE INDISPENSABLE  
PARTIES WITH THEIR  
SERVICE PACKET FILED  
JUNE 12, 2023, AND RESPONSE  
TO PLAINTIFF'S JUNE 9, 2023  
MOTION TO EXTEND TIME**

24 As a result of the Plaintiff effectively filing Plaintiff's second June 9, 2023 Motion  
25 to Extend Time and Plaintiff's June 12, 2023 Motion regarding both the ARCP Rule 12(b)(6)  
26 combined with a second Motion to Extend, both the June 9 and June 12, 2023 Motions to  
27 Extend are hereinafter addressed in this combined response that also includes a Rule 12(b)(6)  
28 issue. Plaintiff's Motions are without merit, inappropriate and should be denied all in accord  
with the attached Memorandum of Points and Authorities. Defendants request an award of  
their attorney fees and costs attributable to the time and research reasonably necessary for

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///

1 preparation of this Response and, if necessary, all time expended in preparation for and time  
2 expended during oral arguments should the Court request the same.

3 RESPECTFULLY SUBMITTED this 23<sup>rd</sup> day of June, 2023.

4 LAW OFFICES OF DANIEL J. OEHLER

5 

6 Daniel J. Oehler,  
7 Attorney for Defendants

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 Rule 12(b)(6) A.R.C.P. deals with affirmative defenses and were pled, amongst  
10 additional defenses, by Defendants in their Answer to Plaintiff's Complaint on June 19,  
11 2018. Plaintiff is advised, has previously been advised and Plaintiff has acknowledged the  
12 basis of Defendants' defenses in the thousands of pages of motions filed herein over the past  
13 five years.

14 Defendants claim that the CC&Rs recorded in 1989 that this Court believes applies  
15 to three separate subdivisions being dealt with herein have been abandoned and are  
16 unenforceable as a result of the hundreds if not thousands of violations of the subject  
17 covenants and as a result of lack of covenant enforcement spanning the 30+ years between  
18 the recordation of the covenants and the present.

19 In response to Plaintiff's query of what the Plaintiff must do at trial (see p. 1, lines 23-  
20 24), the clear answer is that Plaintiff must establish that the Desert Lakes Golf Course and  
21 Estates Tract 4076-B covenants apply to Tract 4163 and if applicable, Tract 4076-B and  
22 Tract 4076-D, and that they have been violated by the Defendants and each of them. The  
23 Defendants' defense is that these covenants are unenforceable as a result of state and federal  
24 law amendments and/or as a result of hundreds of violations, both major and minor,  
25 collectively constituting an abandonment of the CC&Rs.

26 Plaintiff seems to believe that if one home on any of the approximate 245 lots  
27 currently in question is fully compliant with the 1989 CC&Rs and 244 homes are  
28 hypothetically in violation, there is not a "complete abandonment" and therefore Plaintiff

1 apparently believes the covenants are enforceable under Arizona’s case law. This mistaken  
2 interpretation of the law is clearly set out in a multitude of Plaintiff’s pleadings and  
3 graphically provided to this Court in Plaintiff’s current Motion (June 12, 2023) found on  
4 page 3, lines 22-28 and p. 4, lines 1 and 2, that read:

5 “For example, if the defendants are claiming  
6 abandonment of Servitude 6 for setbacks, there are 244  
7 residential lots subject to the Tract 4076-B CC&Rs that have  
8 front yards, 245 lots have rear yards including Knight’s two rear  
9 yards, and 244 lots have two side yards for a total of 977  
10 possible violations where the defendants must find a high  
11 frequency for the entire servitude. Knights one rear yard  
12 setback that Oehler is claiming abandoned cannot be ruled  
13 completely abandoned because the majority of the rear yard has  
14 a setback that is greater than 20 feet in full compliance with the  
15 CC&Rs. Complete meaning a 100% violation exists.”  
16 06/04/2023 Motion, p. 3, lines 22-28, p. 4, lines 1-2.

17 Here, Plaintiff is referencing Plaintiff’s own home that she repeatedly admits  
18 encroaches into the rear yard 20’ CC&R setback approximately 11 feet. The Plaintiff’s home  
19 was constructed on two original lots that have been formally combined into a single unit (see  
20 Assessor description for 1803 E. Lipan Circle attached hereto as **Exhibit A** wherein two lots  
21 were combined into one in 2004). Plaintiff argues that because the Plaintiff’s residence rear  
22 yard encroachment does not encroach over the entire width of the 20 foot rear yard setback  
23 that the Plaintiff’s own house is not “completely” in violation of the rear yard setback  
24 covenant and apparently Plaintiff has convinced herself that abandonment only occurs if the  
25 encroachment covers the full width of the rear yard. To quote Plaintiff “Complete meaning  
26 a 100% violation exists.” Motion, p. 4, lines 1-2. No case law supports this position nor  
27 does simple common sense. If a portion of a home encroaches into a setback, there is an  
28 encroachment – it’s not a 10%, 30%, 60% encroachment – there is a violation of the  
covenant, period.

Plaintiff repeatedly quotes Condos v. Home Dev. Co., 77 Ariz. 129, 133, 267 P.2d  
1069, 1071 (1954), Burke v. Voicestream Wireless Corp. II, 207 Ariz. 393, 398, ¶21, 87 P.3d  
81, 86 (App. 2004), and Coll Book Ctrs. Inc. v. Carefree Foothills Homeowners’ Ass’n, 225  
Ariz. 533, 538-539, 241 P.3d 897, 902-903 (Ariz. App. 2010), throughout Plaintiff’s

1 extensive pleadings suggesting these cases are supportive of Plaintiff's definition of complete  
2 abandonment. Let us examine for a moment these three cases on complete abandonment and  
3 measure or weigh them against the facts of this case.

4 In Condos, supra, there were no major violations but several minor ones such as an  
5 alleged "chicken farm" violation that when drilled down on was actually six roosters, an  
6 alleged second hand store violation that wherein a homeowner a few chairs and a stove, nine  
7 outside toilets, and one setback lot line breach violation. These minor violations, taken  
8 collectively, were not in the end considered by the court to represent an "abandonment" of  
9 the CC&Rs. Several of these cases talk about "complete abandonment" being a necessity  
10 where there is a non-waiver clause within the covenants. Note, however, in Coll Book Ctrs.  
11 Inc. v. Carefree Foothills Homeowners' Ass'n, 225 Ariz. 533, 538-539, 241 P.3d 897, 902-  
12 903 (Ariz. App. 2010), a case often cited by Plaintiff, the issue dealt with two violations  
13 where two short roadways were built within the subdivision in violation of the applicable  
14 covenants. The Coll Book Ctrs., supra, court did not find the two road violations represented  
15 a completed abandonment of the covenants. Burke, supra, was a 50' cell tower case and the  
16 alleged prior violations that justified the cell tower violation were a two-story barn, a 30' flag  
17 pole, three lots containing church buildings, two bell towers and a 38' cross were the extent  
18 of prior violations used to support an abandonment argument. The Burke, supra, court did  
19 not find that the noted covenant violations were enough to support an abandonment argument  
20 regarding the covenants.

21 Contrary to the above cases, there is evidence in Desert Lakes Golf Course and Estates  
22 Tracts 4076-B, 4076-D and 4163 that there are hundreds of violations including but not  
23 limited to front, side and rear yard setback violations such as:

24 (a) One hundred percent (100%) of the homes built in Plaintiff's 4163 Tract  
25 encroach into the setbacks, including Plaintiff's home that has an approximate 11' rear yard  
26 encroachment and a side yard encroachment as well;

27 (b) Approximately 80% of the homes in Tract 4076-D encroach into the 20  
28 foot rear yard setback; and, finally,



1 (c) Approximately 57% of the homes are encroaching into the setbacks in  
2 violation of Tract 4076-B covenants.

3 See Affidavit of Eric Stephan, R.L.S., dated November 12, 2019, previously presented  
4 herein in Defendants' Motion for Summary Judgment filed December 6, 2019, and attached  
5 hereto as **Exhibit B**.

6 Note also that the Defendants built approximately 9% of the approximate 181 homes  
7 located in the three subdivisions involved in Plaintiff's litigation between the early 1990s and  
8 today and have never built a single residence in Plaintiff's Tract 4163. See Affidavit of  
9 Defendant Mehdi Azarmi dated November 15, 2019, previously filed herein in Defendants'  
10 Motion for Summary Judgment filed on December 6, 2019, attached hereto as **Exhibit C**.

11 Plaintiff continues to intentionally allege that the Defendants Glen and Pearl Ludwig  
12 as Trustees of the Ludwig Family Trust, Defendant Fairway Constructors, Inc., and  
13 Defendant Mehdi Azarmi, collectively "the Defendants" played some sort of role in the  
14 development of Desert Lakes Golf Course and Estates Tract 4163, Plaintiff's actual  
15 subdivision. Such is not the case but apparently if Plaintiff misstates the facts enough times,  
16 in Plaintiff's mind the misstated facts must be true following the common adage "throw  
17 enough mud at the wall, some of it will stick." Plaintiff has never presented any legitimate  
18 documentation to substantiate a single claim against these Defendants regarding any  
19 ownership or development interest in Tract 4163. Pursuant to the Final Plat for Tract 4163  
20 attached hereto as **Exhibit D**, the following individuals or entities played a role in its  
21 development:

22 (a) The developer and builder of Plaintiff's home in Tract 4163 was T&M  
23 Ranching and Development, LLC, a non-party to this litigation, as stated in Plaintiff's own  
24 words on p. 3 of Plaintiff's Response in Opposition to Motion to Dismiss filed multiple years  
25 ago on February 23, 2018:

26 "The Plaintiff's home was built by T&M during the year  
27 2004 and within Tract 4163. Tract 4163 was created at the time  
28 of an approved zoning change by the Board of Supervisors  
(hereinafter 'BOS') in 1998 that created 32 lots for an LLC  
based in Mission Viejo, California. T&M was one of many

1 developers who built homes among the 32 lots.” 2/23/2018  
2 Plaintiff’s Response in Opposition to Motion to Dismiss, p. 3,  
lines 6-10.

3 (b) The project engineer was Richard Rieker, a non party, see Rieker license  
4 information **Exhibit E**.

5 (c) Ludwig Engineering of San Bernardino, California, a California  
6 corporation, a non-party to this action prepared the Plat map for the developer owner T&M  
7 Ranching and Development, LLC (see that company’s California business information  
8 attached as **Exhibit F**).

9 A project engineer works for the developer/owner of the project and provides  
10 engineering per the developer’s requests (see **Exhibit G** defining the duties of these  
11 individuals as set forth in the Mohave County Land Division Regulations pages 14, 15, 19  
12 and 20).

13 Neither Glen Ludwig nor his deceased wife were the project engineer nor the  
14 owner/developer. Fairway Constructors, Inc., was never the owner or developer of Tract  
15 4163, nor was it the engineer. Mehdi Azarmi was never the owner, developer, nor the  
16 engineer (nor did any of the Defendants build anything in Plaintiff’s subdivision Tract 4163).  
17 Plaintiff is well aware of these facts yet Plaintiff throughout the almost 300 pleadings filed  
18 herein continues Plaintiff’s efforts to misguide and misdirect this Court just as Plaintiff does  
19 today in Plaintiff’s current Motion discussing Plaintiff’s Tract 4163 stating:

20 “Along comes Kukreja and Azarmi where the widening  
21 of Lipan Blvd was lifted and the maximum of 23 lots on the five  
22 acres was lifted. Azarmi’s Ludwig Engineering Associates was  
23 granted approval of their Tract 4163 Plat for 32 small lots  
24 carved out of the 5 acres, was granted an exception for the a  
25 [sic] frontage road that allowed seven of the 32 lots to have  
26 direct driveway access onto a two lane boulevard at an  
intersection with no stop sign and unsafe egress from Knight’s  
street, was granted small lots where the privately owned golf  
course was taken to fulfill the Subdivision Regulation  
requirement for recreation land and without permission from the  
golf course owners.” Motion, p. 9, lines 10-20. (Emphasis  
supplied.)

27 Note that Ludwig Engineering Associates is a California corporation (a non-party)  
28 was initially formed in Arizona in 2009 and registered in California in 2011 (see **Exhibit H**

1 and **Exhibit I**). This non-party corporation did not even exist until at least seven (7) years  
2 after Tract 4163 of Desert Lakes Golf Course and Estates Plat was recorded.

3 See also Plaintiff's false statement in her current Motion presented to the Court on  
4 June 12, 2023, on p. 10 at lines 10 and 11:

5 "Azarmi's firm provided the cost estimate required by the  
6 County for all of the boundary wall fences required for  
7 Kukreja's and Azarmi's 32 lot Plat approval." (Emphasis  
8 supplied.)

8 Plaintiff has historically and continues today to intentionally mislead this Court and  
9 has done this so many times on these issues that Plaintiff must be fully unable to distinguish  
10 the truth from fiction resulting in Plaintiff's totally false and unending litigation against the  
11 Defendants.

12 In summation on this issue, the fact is that the Defendants herein claim that the  
13 covenants recorded in 1989, allegedly dealing with the three tracts that have been ruled upon  
14 as involved in this litigation, are no longer enforceable and have been abandoned long ago.  
15 There is no ARCP Rule 12(b)(6) misunderstood issue.

16 As to Plaintiff's second effort to further delay implementation of the Rule 19 orders  
17 entered in this matter on January 10, 2022, which is also the subject of Plaintiff's Motion  
18 filed three days prior to this Motion, no argument has been proffered in either Motion that  
19 should result in any delay in the Plaintiff's service of process requirements adjudicated by  
20 Judge Jantzen ordering Plaintiff to serve the necessary and indispensable parties immediately  
21 upon the issuance of a standard summons and the Order signed by Judge Jantzen February  
22 17, 2023, and entered by the Clerk on February 21, 2023, a copy of which is attached hereto  
23 as **Exhibit J** previously referred to by Plaintiff as "Oehler's blue text document" (see  
24 Plaintiff's Objection filed May 1, 2023, at p. 6, line 15, p. 6, line 22). For that matter,  
25 Plaintiff in the May 1, 2023 filing was/is even arguing in opposition to Plaintiff's discharged  
26 attorney, Mr. Coughlin, advising this Court that:

27 "Coughlin's unacceptable yellow highlighted Draft needed  
28 revision pursuant to law and Plaintiff did her best based on her  
limited time to Object and to compose her own Proposed Order

1 that was filed on September 29, 2022 about 4 pm.” 05/01/2023  
2 Objection, p. 6, lines 5-7.

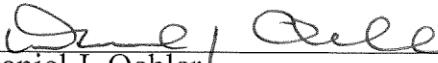
3 Plaintiff also filed a Motion for Reconsideration regarding the Court-signed Order for  
4 Service (**Exhibit J**) in yet an additional effort to undo a prior Judge’s Order via Plaintiff’s  
5 repetitive efforts to effectuate a horizontal appeal. See Plaintiff’s Motion for  
6 Reconsideration filed May 15, 2023.

7 Plaintiff now argues that this Court or the Clerk’s Office must prepare a summons  
8 setting forth multiple provisions dealing with the joined Rule 19 parties. Effectively,  
9 Plaintiff is suggesting that the Court and/or Clerk of the Court should/must outline in a  
10 summons the purpose, cause and effect of signing waivers and acceptances. A summons to  
11 appear is a summons. It is not up to the Clerk of the Court nor the Judge in a matter to  
12 provide the necessary and indispensable parties with a tutorial on the Arizona Rules of Civil  
13 Procedure. It is not the role of the Court or the Clerk of the Court to attempt to explain the  
14 meaning or impact of signing a waiver of service or an acceptance of service. Plaintiff is  
15 suggesting that the Court itself or the Clerk of the Mohave County Superior Court engage  
16 in the practice of law advising the newly joined parties the legal consequences of signing  
17 waivers, acceptances, and the legal ramifications of doing or not doing so. Neither the Court  
18 nor the Clerk can give legal advice to future parties. Parties must make their own decisions  
19 after being served and hopefully seek the advice of their own licensed attorney and forego  
20 Plaintiff’s invitation to these necessary parties that they contact Plaintiff for questions and  
21 join Plaintiff’s Unincorporated Association to protect their rights (see Exhibit A, Defendants’  
22 Response to Plaintiff’s Requested Order Against Defendants and Defendants’ Counsel of  
23 even date herewith).

24 Plaintiff’s Motions should be denied and Defendants awarded their attorney fees.

25 RESPECTFULLY SUBMITTED this 23<sup>rd</sup> day of June, 2023.

26 LAW OFFICES OF DANIEL J. OEHLER


27   
28 Daniel J. Oehler,  
Attorney for Defendants

1 **COPY** of the foregoing emailed  
2 this 23<sup>rd</sup> day of June, 2023, to:

3 Honorable Dale P. Nielson  
4 Navajo County Superior Court  
5 Post Office Box 668  
6 Holbrook, Arizona 86025  
7 (928) 524-4220  
8 Katelin Lerma, Judicial Assistant  
9 [kalerma@courts.az.gov](mailto:kalerma@courts.az.gov)

6 Plaintiff

7 Nancy Knight  
8 1803 E. Lipan Circle  
9 Fort Mohave, Arizona 86426  
10 (928) 768-1537  
11 [nancyknight@frontier.com](mailto:nancyknight@frontier.com)

10 By:   
11 Patricia L. Emond, Legal Assistant

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

**Response to Motion for Attorney Oehler to State a Claim**

**List of Exhibits**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Assessor Description 1803 E. Lipan Circle two lots combined in 2004
B	Affidavit of Eric Stephan, R.L.S., dated November 12, 2019
C	Affidavit of Defendant Mehdi Azarmi dated November 15, 2019
D	Final Plat for Tract 4163
E	Rieker license information
F	Ludwig Engineering California business information
G	Mohave County Land Division Regulations pages 14, 15, 19 and 20
H	Ludwig Engineering Associates was formed in Arizona in 2009
I	Ludwig Engineering Associates was registered in California in 2011
J	Order signed by Judge Jantzen February 17 and entered February 21, 2023

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

**Response to Motion for Attorney Oehler to State a Claim of  
Abandonment Pursuant to Rule 12 and to Conform with an  
Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT A**

**Parcel Number:** 226-23-009A  
**Owner(s):** KNIGHT WILLIAM R & NANCY L JT;  
**Mailing Address:** 1803 E LIPAN CIR FORT MOHAVE, AZ 864268876  
**Property Location:** 1803 E LIPAN CIR  
**Multiple Owners:** No

	Previous Year	Current Year	Future Year
<b>Tax Year</b>	2022	2023	2024
<b>Land Value</b>	\$23,520	\$38,321	\$44,882
<b>Improvement Value</b>	\$238,169	\$273,911	\$317,081
<b>Full Cash Value</b>	\$261,689	\$312,232	\$361,963
<b>Assessed Full Cash Value</b>	\$26,169	\$31,223	\$36,196
<b>Limited Value</b>	\$208,556	\$218,984	\$229,933
<b>Assessed Limited Value</b>	\$20,855	\$21,899	\$22,993
<b>Value Method</b>	Market	Market	Market
<b>Exempt Amount</b>	\$0	\$0	\$0
<b>Exempt Type</b>			
<b>Assessor Use Code</b>	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID	0131-SFR-010-3 URBAN-SUBDIVID
<b>Assessment Ratio</b>	10.0%	10.0%	10.0%
<b>Property Class</b>	0301	0301	0301

**Supervisor District** 5  
**Parcel Size** 0.24 acres  
**Parcel Town** 19N  
**Parcel Range** 22W  
**Parcel Section** 35  
**Assessor Description** DESERT LAKES GOLF COURSE & ESTATES TRACT 4163 UNIT E LOTS 8 & 9 CONT 10583 SQ FT OR 0.24 ACRES 223-93-008 & 009 (223-93-009A)COMBINED 2004 TAX ROLL



Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #	Mobile Make	Mobile Model	Serial #	Year Built
2022	Single Family Residential		2005 / 2005	1.00	1745	1				2005
2023	Single Family Residential		2005 / 2005	1.00	1745	1				2005
2024	Single Family Residential		2005 / 2005	1.00	1745	1				2005

Owner	Sale Date	Fee Number	Instr. Type	Property Type	Sale Price	Multi Parcel Sale
KNIGHT WILLIAM R & NANCY L	2010-02-01	2010010404	Special Warranty Deed	Single Family Residence	\$150,000	N



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

**Response to Motion for Attorney Oehler to State a Claim of  
Abandonment Pursuant to Rule 12 and to Conform with an  
Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT B**

## AFFIDAVIT

Comes now, your affiant, ERIC STEPHAN, and upon his oath, states and alleges as follows:

1. Your affiant is licensed through the Arizona State Board of Technical Registration, Registered Land Surveyor License No. 29274. Your affiant has continuously held this licensure status since 1995 through the present.
2. During the month of July 2019, your affiant reviewed the attached aerial views of each lot (see Exhibit A attached) in Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, Desert Lakes Golf Course & Estates, Unit E, Tract 4163. Tract 4163 is a resubdivision of a portion of Planning Area VV and a part of KK depicted in Tract 4076-B. Subdivision Tract 4163 has no CC&Rs of any type attributable to that subdivision. Desert Lakes Golf Course & Estates subdivision Tract 4076-D is also a derivative subdivision of subdivision Tract 4076-B. It consists of 11 golf course lots and 1 non golf course frontage lot. This derivative subdivision was recorded on October 17, 1990 and the CC&Rs attributable thereto were recorded on October 19, 1990 in Book 1808, Page 509 in the Official Records of Mohave County at Fee No. 90-73717. See **Exhibit A** attached to this Affidavit. The tract 4076-D CC&Rs are substantially identical to the CC&Rs utilized in subdivision Tract 4076-B.
3. The objective of your affiant's review was to determine the distance between the closest rear projection of each constructed residence to the rear property line (the rear yard setback) in Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, and Desert Lakes Golf Course & Estates, Unit E, Tract 4163. Each of these three are separate individually recorded subdivisions.
4. The original Desert Lakes Golf Course & Estates Tract 4076-B consisted of 225 single family lots and several parcels. Several lots have been "combined" for the use of a single residence; hence, the exact number of actual lots include those upon which a single family residence has been built are fewer than the originally platted lots. In its current configuration, there are fewer than 225 available residential lots as a result of owners combining two lots into a single home site.
5. The number of original single family platted lots in Desert Lakes Golf Course & Estates, Unit E, Tract 4163 as platted was 32. All lots within this subdivision have been fully built out with single family residences with the exception of Lot 5 which is undeveloped. Seven of the 32 original lots in this Tract 4163 have been combined and used for a single residence, thereby reducing the number of residences available for construction from 32 to 25.
6. The number of lots in Tract 4076-D is 12 upon which there are located 10 homes. Two lots in this subdivision are unimproved.
7. The purpose of this study was to determine whether any construction such as a covered patio protruded into the rear yard setback of 20 feet and if so, the extent of the encroachment into the rear yard for each residence and then determine the number of homes in Desert Lakes Golf Course & Estates Tract 4076-B, Desert Lakes Golf Course & Estates Tract 4076-D, and Desert Lakes Golf Course & Estates, Unit E, Tract 4163 where projections of the homes into the setback have occurred.
8. Exhibit B reflects the result of my study on a lot-by-lot basis of every residence constructed in these three subdivisions as of the date of the GIS map.

Affidavit of Eric Stephan (Continued)

9. Your affiant determined that of the 181 single family residences in the three combined separate subdivision tracts as of the date of this study, 116 homes include construction of the actual home or covered patio over portions of the 20 foot rear setback ranging as close as six feet to the rear property line and averaging 12 feet of the rear property line.

10. Your affiant determined in regard to subdivision Tract 4163 that 100% of the residences constructed therein have projections into the rear yard averaging 10 feet. All lots in this subdivision have been built upon excepting only Lot 5. The rear yard encroachments vary in this subdivision from as close as six feet of the rear property line to as far from the rear line as 13 feet.

11. Your affiant determined in regard to subdivision Tract 4076-D that the subdivision consists of 12 residential lots, 11 of which are golf course frontage lots. Ten lots of this subdivision have been built upon. Of these ten residences, eight have constructed projections (patios) into the 20 foot rear setback called out in both the Tract 4076-B and Tract 4076-D CC&Rs hereinabove referenced with encroachments varying as much as 12 feet to one foot into the rear yard.

12. Your affiant has reviewed the provisions of paragraph 6 of the CC&Rs for Desert Lakes Golf Course & Estates Tract 4076-B dated December 6, 1989, and recorded December 18, 1989 at in the Official Records of Mohave County, Arizona, at Fee No. 89-67670, and Desert Lakes Golf Course & Estates Tract 4076-D, recorded October 17, 1990. These documents restrict/prohibit construction of buildings and projections closer than 20 feet of the rear property line of each lot. There are currently 116 residential units that fail to comply with this provision set forth in the subject Declarations.

Further, your affiant sayeth not, this 12 day of November, 2019.

*Eric R. Stephan*

Eric Stephan, R.L.S., 29274

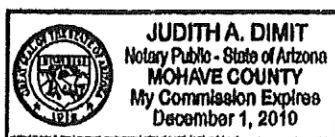
STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MOHAVE        )

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 12<sup>th</sup> day of November, 2019, by Eric Stephan, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

*Judith A. Dimit*

Notary Public,  
My Commission Expires: 12-01-2019



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

**Affidavit of Eric Stephan**

**EXHIBIT A**

Main  
 Colle  
 Loca  
 Railr  
 Good  
 Site /  
 Paroc  
 City I  
 Town  
 Secti  
 Surfa

1:2,644

**Notes:**

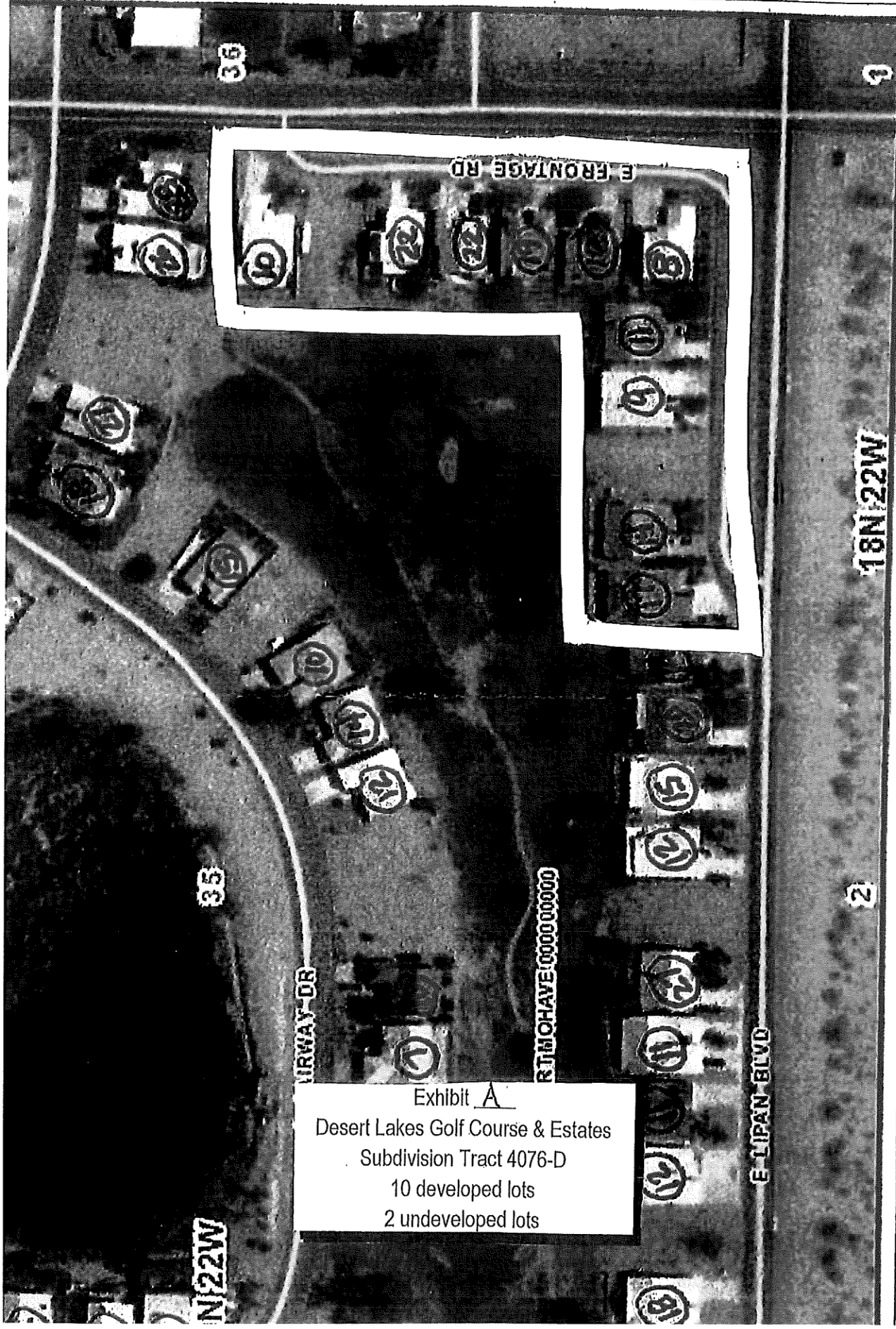


Exhibit A  
 Desert Lakes Golf Course & Estates  
 Subdivision Tract 4076-D  
 10 developed lots  
 2 undeveloped lots

This map is a user generated static output from the Mohave County Interactive Map Viewer and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION, AS A LEGAL DOCUMENT, FOR PROPERTY DESCRIPTIONS, OR DETERMINATION OF LEGAL TITLE, AND SHOULD NEVER BE SUBSTITUTED FOR SURVEY OR DEED INFORMATION. The user agrees to comply with the Limitation of Use, and Assumption of Risk as stated in the full disclaimer at <http://gis.mohavecounty.us>

440.7 Feet  
 Map Created: 6/27/2019

technology

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

**Affidavit of Eric Stephen**

**EXHIBIT B**



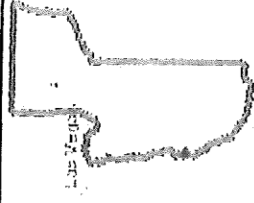
# Interactive Map Viewer



This map is a user generated static output from the Mohave County Interactive Map Viewer and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION, AS A LEGAL DOCUMENT, FOR PROPERTY DESCRIPTIONS, OR DETERMINATION OF LEGAL TITLE, AND SHOULD NEVER BE SUBSTITUTED FOR SURVEY OR DEED INFORMATION. The user agrees to comply with the Limitation of Use, and Assumption of Risk as stated in the full disclaimer at <http://gis.mohavecounty.us>

Map Created: 6/27/2019

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### Legend

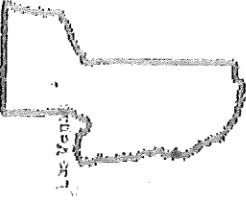
- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exists
- Calculated Measure
- Highways
- Main Arterials
- Collectors
- Local
- Railroad
- Google-Street View
- Site Address
- Parcel Query
- City Limits (large scale)
- Township/Range
- Section
- Surface Management
- Bureau of Land Management
- Bureau of Reclamation
- County
- Indian Lands
- Local or State Parks
- Military
- National Parks Service
- Other
- Private
- State
- State Wildlife Area



1:2,644

### Notes:

# Interactive Map Viewer



**Legend**

- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exists
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  - State Wildlife Area
  - US Forest Service



1:2,644

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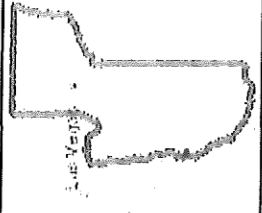


(approximate scale)

Map Created: 6/27/2019

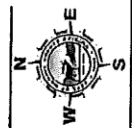


# Interactive Map Viewer



**Legend**

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1:2,644

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© 2017 Mohave County Information Technology  
(approximate scale)

Map Created: 6/27/2019

# Interactive Map Viewer



## Legend

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1:2,644

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Map Created: 6/27/2019

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

**Response to Motion for Attorney Oehler to State a Claim of  
Abandonment Pursuant to Rule 12 and to Conform with an  
Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT C**

## AFFIDAVIT

Comes now, your affiant, the Defendant, MEHDI AZARMI, and upon his oath, states and alleges as follows:

1. Your affiant is the Vice President of Defendant, Fairway Constructors, Inc., an Arizona corporation, and has been Vice President since on or about August 16, 1991.

2. Fairway Constructors, Inc., has constructed in excess of 900 homes in the Fort Mohave, Mohave Valley and Bullhead City area between 1990 to the present.

3. That your affiant, through Defendant, Fairway Constructors, Inc., has built homes in the various Desert Lakes Golf Course and Estates different subdivisions including 17 in Desert Lakes Golf Course and Estates Tract 4076-B during the company's licensing period over the past 29 years. We have not built any homes in Desert Lakes Golf Course and Estates Tract 4163 nor have we built any homes in Desert Lakes Golf Course and Estates Tract 4076-D. Of the 186 homes that have been built in these three subdivisions, Defendant, Fairway Constructors, Inc., has built .09139785% (17÷186) of the homes over the past 29 years.

4. That your affiant beginning at least as early as 1992 attempted to determine if there was any type of active Architectural Control Committee or any type of oversight by a homeowners association, committee of homeowners, or other type of entity or individuals to whom plans, waiver and variance requests as contemplated in the subdivisions' CC&Rs could or should be presented. This inquiry precipitated out of the fact that there were at that early point in time many homes built into the rear setback, multiple different types of golf course fences, gates onto the golf course, homes of what appear to be very small square footage, "for sale" and development signs on many unimproved lots and similar types of construction throughout the project. Your Affiant found no success in his search effort for answers to these questions. Informally and by word of mouth and only after viewing the significant development that had already taken place in Tract 4076-B, it was clearly obvious that the covenants that had been recorded by the original developers in 1989 and the original named "Committee of Architecture" set up under Article 1 of the CC&Rs had been and was continuing to be fully ignored and forsaken. The original named committee per Article 1 of the subject CC&Rs terms had expired and had disbanded, and no others had apparently been willing to serve on a committee including any general homeowners or lot owners by the date of expiration of the original Committee on January 31, 1991 (one year subsequent to the issuance of the original Arizona Statement Department of Real Estate Subdivision Public Report per **Exhibit A** to this Affidavit, and in accord with the provisions of the CC&Rs recorded December 18, 1989 at Fee No. 89-67669 in the Official Records of Mohave County, on pg. 2, lines 7-9, as reflected in **Exhibit B** to this Affidavit).

5. That your affiant's company, well prior to affiant's initial construction in Tract 4076-B, understood that the subdivision was being regulated exclusively by the then applicable UBC (Uniform Building Code) or its various predecessors or successors as was adopted from time to time by Mohave County, Arizona. It was further readily apparent from a visual review of this subdivision that by 1992 the vast majority of specific CC&R provisions such as the rear yard setback of the golf course lots had uniformly been ignored. Projections into the rear yard in accord with Mohave County Land Use Ordinance regulations had been the rule that was followed by the majority of the multiple general residential contractors and owner builders building or owning lots in Tract 4076-B and/or its derivative that at the time existed (as of 1990) Tract 4076-D.



Affidavit of Mehdi Azarmi (continued)

6. Your affiant knows of no known record of any type, initiated or taken, by the originally named architectural committee in 1989 or at any time thereafter and that multiple owner builders and licensed general contractors have built within Desert Lakes Golf Course and Estates Tract 4076-B throughout the past 30 years in contradiction of virtually every material provision set forth in the 1989 covenants and in complete, continuous, constant and unrestricted disregard of the recorded CC&Rs (Exhibit B).

7. Your affiant further became aware that no specific type of fencing in particular on golf course rear yards had been placed into practice and concrete block, wire, steel/wrought iron of various height, shape and color had been used and in some instances owners utilized at least in part chain link fencing. In many instances no rear yard fencing of any type was installed. Finally, the majority of the homes that did have a rear yard fence of some type had erected or built gate access directly to the golf course. In most but not all homes built by your affiant's company, your affiant did not build any fencing in conjunction with the home as most owner clients of affiant chose to address the rear yard fence issue on their own and ultimately did so.

8. That beginning in the mid 1990s, and consistently thereafter, a significant number of realtors, owners, owner-builders, installed "for sale," "will build," and other marketing signage throughout Tract 4076-B and Tract 4076-D. The practice continues today, without objection until the present litigation. This practice has occurred continuously for at least 25 to perhaps 29 years.

9. That as a builder and developer of single family residences, your affiant alleges that should the major provisions of the 1989 CC&Rs (Exhibit B) be reactivated after an almost 30 year abandonment and given the fact that the existing build-out exceeds 75%, the impact on these subdivisions and particularly regarding each of the owners of the remaining unimproved lots (approximately 60) will be materially and negatively impacted as they will, for all practical purposes, be unable to build a covered patio in their rear yard despite the fact that the vast majority of existing golf course homes have capitalized on that benefit as have all other subdivisions in the area.

10. Simply stated, the covenants that were recorded in December 1989 have not been enforced from the outset, have been clearly ignored since at least 1991 and the abandonment has continued throughout the ±30 year history of these subdivisions without known complaint from any interested entity or owner until the filing of this litigation almost 30 years subsequent to the subdivision's CC&R recordation.

Further, your affiant sayeth not, this 15<sup>th</sup> day of November, 2019.

  
Mehdi Azarmi

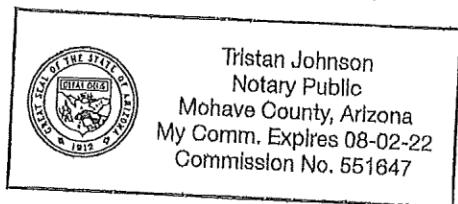
*Notarization on Following Page*

Affidavit of Mehdi Azarmi (continued)

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MOHAVE     )

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 15 day of November, 2019, by Mehdi Azarmi, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



\_\_\_\_\_  
Notary Public,  
My Commission Expires: 8-2-22

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

Affidavit of Mehdi Azarmi

**EXHIBIT A**

# ARIZONA

## SUBDIVISION PUBLIC REPORT

For

DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B  
aka DESERT LAKES GOLF COURSE AND ESTATES  
A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF  
SECTION 35, T19N, R22W OF THE G&SRB&M  
MOHAVE COUNTY, ARIZONA  
REFERENCE NO. 26,917

### DEVELOPER

DESERT LAKES DEVELOPMENT LP  
Suite 200  
20251 Acacia Street  
Santa Ana Heights, California 92707

JANUARY 30, 1990

Effective Date

### STATE PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land.

This report reflects information provided by the developer and obtained by the department in its review process in accordance with the provisions of Title 32, Chapter 20, Article 4, of the Arizona Revised Statutes, as amended.

### SPECIAL NOTES:

1. MAP OF THIS DEVELOPMENT IS RECORDED AT RECEPTION NO. 89-67669, RECORDS OF MOHAVE COUNTY, ARIZONA. YOU ARE ADVISED TO OBTAIN A COPY OF SAID MAP AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREON.
2. THIS REPORT INCLUDES LOTS 10 THRU 110, BLOCK 'F'  
1 THRU 22, BLOCK 'G'  
15 THRU 68, BLOCK 'H'  
1 THRU 24, BLOCK 'I'  
1 THRU 17, BLOCK 'J'  
1 THRU 7, BLOCK 'K'
3. PURCHASERS ARE ADVISED THAT THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION PROVIDES FOR AN ARCHITECTURAL CONTROL COMMITTEE.
4. DEVELOPER ADVISES THAT A SEWAGE TREATMENT PLANT IS ADJACENT TO THIS PROJECT TO THE WEST AND A PRIVATE LANDING STRIP IS APPROXIMATELY 3/4 OF A MILE TO THE NORTH.
5. DRAINAGE STATEMENT BY WILLIAM E. MILLER, CIVIL ENGINEER CITES:

"THE DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, A SUBDIVISION LOCATED WITHIN THE COLORADO RIVER VALLEY, SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA IS SUBJECT TO INFREQUENT INUNDATION FROM DESERT THUNDERSTORMS.



REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

SPECIAL NOTES (CONT.):

5. CONT.

THE STREETS HAVE BEEN DESIGNED TO CARRY THE FLOWS THROUGH THE PROJECT WITH LOTS ELEVATED SO THEY WILL BE PROTECTED FROM MAJOR STORMS. THIS ELEVATION DIFFERENTIAL IS A MINIMUM OF 18F" ABOVE THE STREET CENTER-LINES. AS DESIGNED, THE PROJECT WILL PROVIDE BUILDING SITES PROTECTED FROM MAJOR FLOWS.

ALL THE FLOOD AND DRAINAGE CONDITIONS AFFECTING THE OVERALL DEVELOPMENT TOGETHER WITH A DETAILED DRAINAGE PLAN HAVE BEEN CONSIDERED IN A DRAINAGE REPORT PREPARED BY SOUTH POINTE CONSULTANTS, TITLED "HYDROLOGY REPORT" FOR DESERT LAKES GOLF COURSE AND ESTATES - TRACT 4076-A", WITH AN AMENDED AND EXPANDED REPORT DATED SEPTEMBER 12, 1988 AND A COMPOSITE REPORT DATED MARCH 7, 1989."

LOCATION AND SIZE: Northwest of Mountain View Road at Lippan Boulevard, Fort Mohave, Arizona.

This entire development is located on a parcel of land approximately 125 acres in size. It has been divided into 225 lots and parcels 'L' thru 'R', K-K, L-L, N-N, V-V and W-W.

TOPOGRAPHY: The land on which this development is located is level.

PROPERTY BOUNDARY LINES: Developer advises lots will be staked.

RESTRICTIONS AND OTHER MATTERS OF RECORD: Conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by you. Copies of those items which are recorded may be inspected at the office of the Mohave County Recorder. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat. Information about zoning may be obtained at the office of the County Planning and Zoning Commission.

TITLE: Title to this development is vested in LAWYERS TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 1033

Desert Lakes Development is a Delaware limited partnership. Developer's interest in the development is evidenced as beneficiary in above cited Trust No. 1033.

Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights-of-way, liens and charges of record. YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND. Title Exceptions affecting the condition of your title are listed in a Preliminary Title Report dated December 6, 1989 issued by LAWYERS TITLE INSURANCE CORPORATION. As a prospective purchaser, you should understand the effect of the listed exceptions.

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

NOTE: DEVELOPER IS REQUIRED TO NOTIFY THE DEPARTMENT OF REAL ESTATE OF ANY FUTURE PLACEMENTS OF LIENS OR ENCUMBRANCES TO ENSURE COMPLIANCE WITH A.R.S. 32-2181, ET SEQ.

PURCHASE CONTRACT: The Purchase Contract is a binding agreement. Read thoroughly before signing. If not understood, seek competent advice prior to commitment to purchase. The Purchase Contract gives you certain rights and remedies. In addition, the contract may contain certain waivers, disclaimers and/or limitations to your rights, remedies and warranties. Contrary to the terms and provisions of the contract you may have additional rights, remedies and warranties.

SALES:

DEED: Your vested interest/ownership interest in property will be evidenced by the owner delivering a recorded deed to you and by your signing a Promissory Note and Mortgage or Deed of Trust for the unpaid balance, if any. You should read these documents before signing them.

UTILITIES: Developer advises that these costs and services are as follows:

ELECTRICITY:

SUPPLIER: MOHAVE ELECTRIC COOPERATIVE, INC.  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

NATURAL GAS:

SUPPLIER: SOUTHWEST GAS CORP.  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

TELEPHONE:

SUPPLIER: CITIZENS UTILITIES  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

WATER:

SUPPLIER: BERMUDA WATER COMPANY  
COMPLETION DATE  
TO LOT LINE: SEPTEMBER 30, 1990

REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

NOTE: CONTACT THE ABOVE UTILITIES REGARDING EXTENSION  
RULES AND REGULATIONS, SERVICE CONNECTIONS AND  
COSTS INVOLVED.

WATER: The Arizona Department of Water Resources, in a letter dated December 20, 1989 Cites: "Water for domestic use will be provided to each of the 225 lots in the subdivision by Bermuda Water Company from wells within their franchised area.

Adequacy of the water supply for the residential lots, not including the golf course, was reviewed by the Department with regard to quantity, quality and dependability. The subdivision is located about nine miles south of Bullhead City and within the Mohave Valley Irrigation and Drainage District. The water company's wells tap a ground-water body which is replenished by the Colorado River; wells are thus considered to be diverting Colorado River water. On November 29, 1989 the district allocated 63 acre-feet of water for domestic purposes from it's contract with the Secretary of the Interior to divert 41,000 acre-feet per year of Colorado River water. The water company will provide water to the subdivision from the District's contract.

The Department of Water Resources, therefore, finds the water supply to be adequate to meet the subdivision's projected needs. Any change to the subdivision or its water supply plans may invalidate this decision."

SEWAGE DISPOSAL: Developer advises that interior sewers within the development will be private. They will be installed to individual lots by September 30, 1990 and the cost will be included in the sales price of lots. Maintenance of the interior sewer system will be the responsibility of Sorenson Utility Company, Inc. The State Health Department advises that sewage disposal is by Sorenson Utility Company, Inc.

You are to pay the cost of extension from lot line to building.

SOLID WASTE DISPOSAL: Developer advises that garbage disposal is by Commercial Refuse Service.

NOTE: Developer has provided the disclosure of utility costs (SEE EXHIBIT "B" ATTACHED).

PUBLIC STREETS: The developer has advised that the streets have been dedicated for public use. Developer also advised that the streets will be built according to the minimum standards of the County.

They will be surfaced with asphalt by September 30, 1990. The developer advises that the completed streets will be maintained by the County of Mohave.

NOTE: THE COUNTY WILL NOT MAINTAIN THE STREETS UNTIL THEY HAVE BEEN CONSTRUCTED TO MINIMUM STANDARDS AND THE COUNTY APPROVES AND ACCEPTS THEM FOR MAINTENANCE. IF THE STREETS ARE NOT ACCEPTED FOR MAINTENANCE, THE FUTURE COST OF MAINTENANCE WILL HAVE TO BE PAID BY THE ADJACENT PROPERTY OWNERS.

EXHIBIT "A"

1. Any Law, Ordinance or Government Regulation relating to Environmental Protection.
2. Unapportioned future taxes per each lot, not yet assessed, which will subject the same to liabilities and obligations by reason of its inclusion within the boundaries of the following districts: COLORADO UNION HIGH SCHOOL DISTRICT, MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT, FORT MOJAVE MESA FIRE COMPANY DISTRICT, and MOHAVE VALLEY IRRIGATION and DRAINAGE DISTRICT.
3. Drainage Ways and Easements, Access Ways for Golf Course Usage and Maintenance, Public Utilities and Temporary Turn Around Area all as disclosed on the recorded plat of said subdivision.
4. 1 foot Restricted Vehicular Right of Access onto adjacent publicly dedicated MOUNTAIN VIEW ROAD and/or LIPPAN BOULEVARD, which ever may be applicable, however, the lots in question shall have vehicular access from a 24' foot access easement depicted on the plat within Parcel "K-K" Golf Course as disclosed on the recorded plat of said subdivision, affecting Lots 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, and 86 all of Block F of said plat.
5. The fact that subject Golf Course is to be privately owned and maintained by Developer, its successor and/or assigns, as disclosed upon the recorded plat of said subdivision.
6. The fact that all street and roadways within subject subdivision have been publicly dedicated and accepted by Mohave County for public use, in conformity with the terms of such offer for dedication.
7. All matters set forth in Covenants, Conditions and Restrictions, but omitting however, any such restriction based upon race, color, religion or national origin, as contained in instrument recorded on December 18, 1989 in Book 1641, pages 895-901 of Official Records.
8. Implied right of entry below a depth of 500 feet from the surface thereof, without right of surface entry to prospect for, mine and remove the same, below a depth of 500 feet, as reserved by Howard Petroleum, an Oklahoma Corporation in instrument recorded February 27, 1989 in Book 1517, page 367 of Official Records.

EXHIBIT "B"

Utility Costs

ELECTRICITY:

Coop Membership Fee	\$ 5.00
Refundable Deposit:	
(If house has only swamp cooler)	\$ 75.00
(If refrigerated air conditioner)	\$150.00
Connection Fee	\$ 26.50
Monthly Rate	\$ 12.00 Minimum
7-1/2 cents per kilowatt plus	
Power Costs Adjustment, which varies monthly	

NATURAL GAS:

Deposit (Refundable)	\$ 60.00
One time Service Charge for	
installation	\$ 21.00
Customer Service Charge	\$ 5.50
Monthly Rate	
52¢ per barium	

There is no fee involved to run the gas

TELEPHONE:

Standard black dial phone, one private line:

Installation Charge	\$80.00 (Non-refundable) + \$10.50 per additional jack hook-up
Refundable Deposit	\$75.00 minimum to \$150.00 maximum, varies accord- ing to customer credit rating
Monthly Rate	\$16.55 and up depending on equipment

Special Equipment costs more

WATER:

Meter installation	\$125.00 Service Connection
	\$ 50.00 Deposit
	\$ 25.00 Establishment Fee
	<u>\$200.00 TOTAL</u>

Installation charge if already existing meter	\$75.00
--	---------

Monthly Rate

0 to 2,000 gal	\$12.00 + tax
2,000 to 5,000 gal	\$ 1.50 per 1000
5,000 to 10,000 gal	\$ 1.80 per 1000
10,000 +	\$ 2.20 per 1000

SEWER:

The Cost of sewer extension to each lot line will be paid by the developer. It is the lot owners responsibility to install the sewer line from the lot line to the house.

Service Line Connection Charge	\$400.00
Monthly Service Charge for Sewerage to Lot Owners	\$ 25.00

There is also a \$500.00 refund on facilitators charge to be paid by owner.

REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

FIRE PROTECTION: The developer advises that fire protection for this development will be provided by the Fort Mohave Fire Department.

SCHOOLS: The developer advises it is approximately 1/8 of a mile to the Fort Mohave Grammar School; 7 miles to the Mohave Junior High School; 6 miles to the Mohave High School; and that school bus service is available to the Junior High and High Schools.

NOTE: YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING SCHOOL FACILITIES AND BUS SERVICE.

SHOPPING FACILITIES: Developer advises that the nearest community shopping center is approximately 3 miles from the development in Bullhead City.

PUBLIC TRANSPORTATION: Developer advises that public transportation is not available from the development.

USE: Developer advises that the property will be offered for single family residential use and that you will be permitted to occupy your lot upon purchase.

TAXES AND ASSESSMENTS: Developer further advises that you will be obligated to pay approximately:

\$12.588 per \$100.00 of assessed valuation annual Property Tax.  
Based on 1989 Tax Rate.

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

SPECIAL NOTE: THIS DEPARTMENT RECOMMENDS THAT YOU SEE BEFORE BUYING.

WHL:fod

REFERENCE NO. 26,917 - DESERT LAKES GOLF COURSE AND ESTATES, TRACT  
4076-B

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

**Affidavit of Mehdi Azarmi**

**EXHIBIT B**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DESERT LAKES GOLF COURSE & ESTATES, TRACT 4076-B

MOHAVE COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 11th day of December, 1989, by LAWRENCE WILSON ROBINSON, INC., an Arizona corporation, as Trustee, under Trust No. 1033, hereinafter designated "the Declarant" which holds the Undivided Beneficial Interest referred to as the Trustee for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

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. 89-16107 and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof the lots in said tract 4076-B and desires to subject the same to certain protective covenants, conditions and restrictions between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of the lots in said tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said tract and all interests 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 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, 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 shall be and is subject to the said covenants, conditions and restrictions as follows:

ARTICLE I

COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture hereinafter sometimes called "Committee", consisting of three (3) persons; Declarant shall have the further power to create and fill vacancies on the committee. At such time that ninety percent (90%) of the lots within 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. Nothing herein contained shall prevent Declarant 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 PASANZINO AND STURLING VARNER until such time as ninety percent (90%) of the lots in Tract 1076-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 said Committee shall be P. O. Box 8080 Fort Mojave, Arizona 86427. Any and all proceedings during such period shall be filed on designation by DESERT LAKES DEVELOPMENT L. P.

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 in Tract 1076-B, 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.

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 the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary appertain to such offices. 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 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 within the subdivision 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 or 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 or delineated upon the original plat map, 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 being lots shall have a minimum of one thousand four hundred (1,400) 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 shall have a minimum of one thousand six hundred (1,600) 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, masts or dishes; (iv) no air-conditioning unit on roof; (v) a closed garage with interior dimensions of no less than twenty (20) feet; (vi) on any roof visible from ground level at any point within Tract 4076-B as its exposed visible surface, clay, concrete or ceramic tiles, slate or equal as may be approved by the Committee on Architecture; (vii) tempered glass in all windows facing highways and driveway range lakes.

6. All buildings and projections thereof on lots not adjacent to the golf course being Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, and 61 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, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 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768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000 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 hereafter on all other lots of Tract 4076-B, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') from the front and rear property lines and five feet (5') from the side property lines.

7. Lots 78 through 86 inclusive, Block F, shall not have direct vehicular driveway access to Mountain View Road or Lippan 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 shall not exceed six (6) feet in height and shall not be constructed in the street set back area (being twenty feet (20') from the front property lines). 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 highway lots the rear fence shall be of wrought iron construction for a total fence height of five feet (5') black in color which shall continue along the side lot line for a distance of fifteen feet (15'). Access to the golf course from lots adjacent to the golf course is prohibited.

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 leashed 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 his successor and assignee shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

12. No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the 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 so long as they are of reasonable dimensions.

13. All quantities 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 tank, cesspool 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 possible in landscaping.

14. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, 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 regular collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to 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 premises 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, 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: pleasure 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 hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any substance or excessive odors, fumes, vapors, 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 hereof, having sold a lot that is subject to this instrument, declarant may make any reasonable, necessary or convenient amendments to these restrictions and said amendments shall 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.

19. Invalidity 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 subsequent 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 document conflict with any other of the sections hereof, 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 or being held valid in law.



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

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

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

Uses Permitted:

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

LAWYERS TITLE AGENCY, INC.,  
as Trustee

DESERT LAKES DEVELOPMENT L.P.,  
A Delaware Limited Partnership

By Robert F. Douglass

By Robert F. Douglass

Title: Trust Officer

STATE OF ARIZONA }  
COUNTY OF MOHAVE }

SS

on this 14th day of December, 1989, before me the undersigned officer, personally appeared ROBERT F. DOUGLASS, who acknowledged himself to be a Trust Officer of LAWYERS TITLE AGENCY, INC., an Arizona corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer.

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

My Commission Expires: MAY 30, 1990

Notary Public



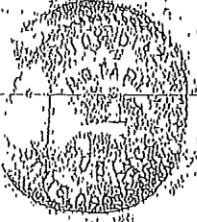
STATE OF ARIZONA  
COUNTY OF MOHAVE

On this, the 6th day of December, 1989, before me, the undersigned officer, personally appeared FRANK VASSANTINO, Secretary of LAGO ENTERPRISES, INC., who acknowledged himself to be a General Partner in DESERT PARKS DEVELOPMENT, a Delaware Limited Partnership, and that he, as such, the executor being authorized accordingly, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as a representative.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires  
MY COMMISSION EXPIRES MAY 10, 1990.

*[Handwritten Signature]*  
Notary Public



INDEX MISCELLANEOUS

PROOFED

FILE # 88-07670  
RECORDED IN OFFICIAL RECORDS  
OF MOHAVE COUNTY, ARIZONA  
DEC 15 '89 10 00 AM  
Mohave County Recorder  
RCS



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

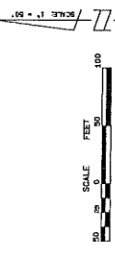
**Response to Motion for Attorney Oehler to State a Claim of  
Abandonment Pursuant to Rule 12 and to Conform with an  
Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT D**



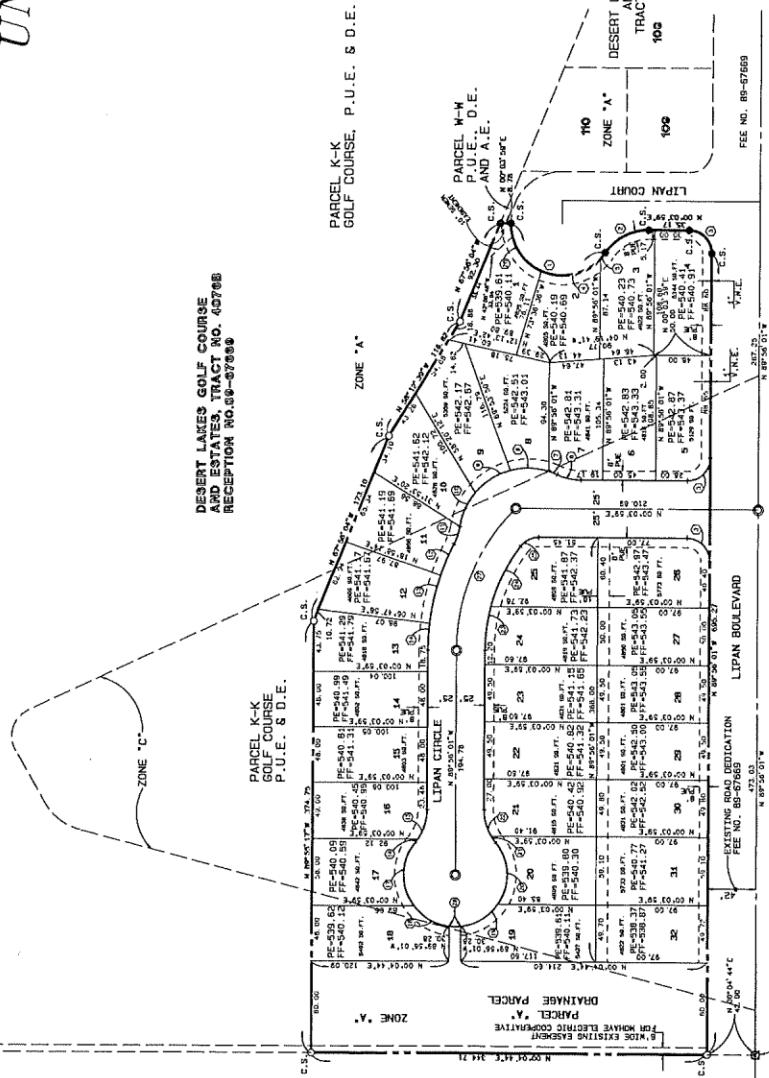


# DESERT LAKES GOLF COURSE AND ESTATES, UNIT E, TRACT NO. 4163



- ### LEGEND
- SURFACE 1/2" REBAR WITH BRASS SURFACE DISC. A.L.S. 14208 TO BE SET
  - 1/2" REBAR WITH TAG MARKED A.L.S. 14208 TO BE SET
  - FOUND MONUMENT PER FINAL PLAT DESERT LAKES GOLF AND ESTATES, TRACT NO. 40788 AS RECORDED AT REGISTRATION NO. 88-07869 OF THE MOHAVE COUNTY RECORDS. WITH DISK MARKED 23373
  - FOUND MONUMENT PER R/A BK 5 PAGE 50
  - └─┘ LOT CORNER
  - └─┘ INDICATES CORNER OF SUBDIVISION
  - └─┘ INDICATES DRAINAGE EASEMENT
  - └─┘ INDICATES FINISH FLOOR ELEVATION
  - └─┘ INDICATES PAV ELEVATION
  - └─┘ INDICATES PUBLIC UTILITY EASEMENT
  - └─┘ INDICATES VEHICULAR NON-ACCESS EASEMENT
  - └─┘ A.L.E.

NOTE: LIST EASEMENTS TO BE MONUMENTED WITH 1/2" REBAR AND TAG MARKED A.L.S. 14208  
 2. ALL DIMENSIONS ARE IN FEET



UNPLATTED  
FALLA

BASE FLOOD ELEVATION = 537.0 MOHAVE COUNTY DATUM

DATE OF PREPARATION  
 AUGUST, 2001  
 PREPARED BY: LUDWIG ENGINEERING  
 409 E. THIRD STREET  
 SAN BERNARDINO, CALIFORNIA 92410  
 (909) 884-1217  
 SHEET 2 OF 2

CURVE DATA				CURVE DATA				CURVE DATA				CURVE DATA			
STATION	DELTA	LENGTH	TANGENT	STATION	DELTA	LENGTH	TANGENT	STATION	DELTA	LENGTH	TANGENT	STATION	DELTA	LENGTH	TANGENT
0+00	15.00	45.00	15.00	1+00	15.00	45.00	15.00	2+00	15.00	45.00	15.00	3+00	15.00	45.00	15.00
0+25	15.00	45.00	15.00	1+25	15.00	45.00	15.00	2+25	15.00	45.00	15.00	3+25	15.00	45.00	15.00
0+50	15.00	45.00	15.00	1+50	15.00	45.00	15.00	2+50	15.00	45.00	15.00	3+50	15.00	45.00	15.00
0+75	15.00	45.00	15.00	1+75	15.00	45.00	15.00	2+75	15.00	45.00	15.00	3+75	15.00	45.00	15.00
1+00	15.00	45.00	15.00	1+00	15.00	45.00	15.00	2+00	15.00	45.00	15.00	3+00	15.00	45.00	15.00
1+25	15.00	45.00	15.00	1+25	15.00	45.00	15.00	2+25	15.00	45.00	15.00	3+25	15.00	45.00	15.00
1+50	15.00	45.00	15.00	1+50	15.00	45.00	15.00	2+50	15.00	45.00	15.00	3+50	15.00	45.00	15.00
1+75	15.00	45.00	15.00	1+75	15.00	45.00	15.00	2+75	15.00	45.00	15.00	3+75	15.00	45.00	15.00
2+00	15.00	45.00	15.00	2+00	15.00	45.00	15.00	3+00	15.00	45.00	15.00	4+00	15.00	45.00	15.00
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9+50	15.00	45.00	15.00	9+50	15.00	45.00	15.00	10+50	15.00	45.00	15.00	11+50	15.00	45.00	15.00
9+75	15.00	45.00	15.00	9+75	15.00	45.00	15.00	10+75	15.00	45.00	15.00	11+75	15.00	45.00	15.00
10+00	15.00	45.00	15.00	10+00	15.00	45.00	15.00	11+00	15.00	45.00	15.00	12+00	15.00	45.00	15.00

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

**Response to Motion for Attorney Oehler to State a Claim of  
Abandonment Pursuant to Rule 12 and to Conform with an  
Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT E**



(/)

# Arizona State Board of Technical Registration (/)

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Search



[Home \(/\)](#) » [08805 \(/licensee/rieker-richard-08805\)](#)

## 08805

**First Name:** RICHARD

**Last Name:** RIEKER

**License Status:** Expired

**Discipline:** ENGINEER/CIVIL

**Initial Registration Date:** *October 10, 1973*

### Contact Information

109 E THIRD ST

SAN BERNARDINO

California

92410

### Contact Us (/contact-us)

#### Arizona Board of Technical Registration

1110 W. Washington Street, Suite 240

Phoenix, AZ 85007

**Phone:** (602) 364-4930

**Fax:** (602) 364-4931

Find in Google Maps

<https://www.google.com/maps/place/1110+W+Washington+St+%23240/@33.448729,-112.087487,17z/data=!3m1!4b1!4m2!3m1!1sox872b122ef1894>



<https://www.google.com/maps/place/1110+W+Washington+St+%23240/@33.448729,-112.087487,17z/data=!3m1!4b1!4m2!3m1!1sox872b122ef1894>

**Knight v. Ludwig, et al.**  
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Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
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**EXHIBIT F**

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, March 31, 2022. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1658218 LUDWIG ENGINEERING, INC.

Registration Date:	12/31/1989
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	GLEN L LUDWIG 109 E. THIRD ST. SAN BERNARDINO CA 92410
Entity Address:	109 E. THIRD ST. SAN BERNARDINO CA 92410
Entity Mailing Address:	109 E. THIRD ST. SAN BERNARDINO CA 92410

 [Certificate of Status](#)

A Statement of Information is due EVERY year beginning five months before and through the end of December.

Document Type	↕ File Date	↕ PDF
SI-COMPLETE	02/14/2022	
SI-COMPLETE	12/30/2013	
REGISTRATION	12/31/1989	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

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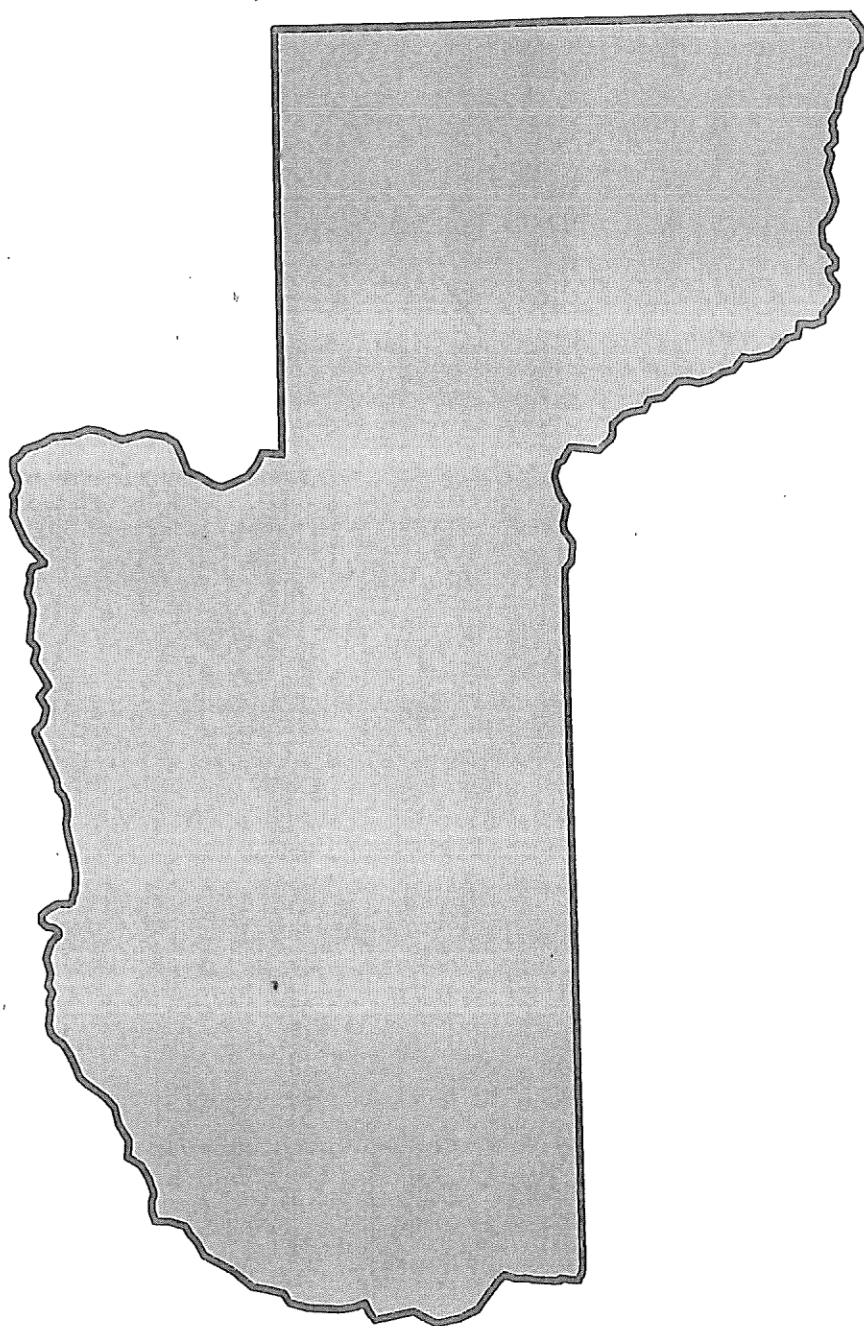
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**EXHIBIT G**

# Mohave County Land Division Regulations



Revised April 5, 2010

Conditions, Covenants, and Restrictions (CC&Rs): A set of recorded and written promises with a private right of enforcement binding property owners in a subdivision to certain requirements, design, and construction methods, conduct and use of their properties, and the ownership, use, upkeep, and perpetual maintenance of any commonly held parcels, facilities, structures, easements, or activities. These are enforced only by the property owners or property owners association of the development and not by the county.

Condominium (Townhouse): Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common or limited ownership solely by the owners of the separate portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owner (A.R.S. 33-1202).

Contiguous: As defined according to Arizona Revised Statutes 32-2101.

Corner Lot: A lot situated at the intersection of two (2) or more existing or proposed streets.

County Engineer (or their designee, who shall be a registered engineer in the State of Arizona): A registered engineer in the State of Arizona appointed by the Board of Supervisors as County Engineer, and who is the authority and supervisor for all issues involving engineering or registered engineers for the county, and who handles those matters for the Board by assuming the responsibilities of County Engineer as set forth in A.R.S. 11-561 through 11-562.

County Road: A dedicated public right-of-way constructed to Mohave County standards and accepted for maintenance by the Mohave County Board of Supervisors.

Court: A space, open and unobstructed to the sky, located at or above grade level on a lot and bounded on three or more sides by walls of a building.

Cul-de-sac: A local road open at one end only and providing a special turning area at the closed end.

Dedication: The conveyance of land by the owner to Mohave County, for the use of the public, and accepted by the Board of Supervisors for such use by or on behalf of the public.

Deed: A conveyance of real property; A written instrument in recordable form that has been signed, notarized and delivered to the grantee or grantee's agent, by which one person or entity(ies) conveys land, tenements, or hereditaments to another.

Department: Shall mean the Development Services Department.

Developer: All legal or beneficial owner or owners of a lot or any land included in a proposed development, including a holder of an option or contract to purchase or other persons having enforceable, proprietary interests in such land.

Development: Any activity related to changing or adding to the appearance of land, or changing its current use, which is subject to regulation by the County through its zoning and subdivision codes.

Director: Shall mean the Development Services Director. The Director may delegate decisions to appropriate department employees.

Double Frontage Lot: Where a proposed subdivision adjoins a collector street or arterial, a lot that abuts both a collector (or arterial) and a parallel interior local street, usually by the front and rear yards.



Drainage Easement: An easement granted by the owner to the public for the purpose of drainage.

Drainage Report: A conceptual plan that establishes the drainage approach and system to be used for the entire development. It also establishes how and when the various drainage system components will be constructed.

Drainage Report, Final: A final drainage plan component providing final documentation of the detailed drainage design shown on contract construction drawings for the development project.

Easement: The right to use the property of another for some specified purpose(s).

Emergency Vehicle Access Road: An all-weather access road.

Encumbrance: Any right to, or interest in, land which may subsist in another to diminution of its value but consistent with the passing of the fee. A claim, lien, charge, or liability attached to and binding real property; e.g., a mortgage; judgment lien; mechanics' lien; lease; security interest; easement or right of way; accrued and unpaid taxes.

Engineering Plans: Drawings, profiles, cross-sections, specifications, and other details of construction of an improvement, prepared in sufficient detail by an Arizona registered engineer in compliance with county regulations.

Engineer of Record: See Project Engineer.

Existing Grade or Elevation: The vertical natural height of the ground surface.

Existing Use: The current use of a lot or structure.

Extension of Time: A distinct period authorized by the Board, after recommendation by the Commission, allowing an applicant time to conform to a previous condition beyond the original deadline for completion of the activity.

Exterior Wall: Any wall which defines the exterior boundaries of a building or structure.

Extra-territorial Area: Unincorporated land within three miles of any city or town. A city or town may place requirements on subdivisions located in whole or in part within a city or town's extraterritorial area pursuant to A.R.S. 9-474.

Fee Simple: Absolute and legal possession and ownership of a parcel of land.

FEMA/FIRM: Federal Emergency Management Agency/Flood Insurance Rate Map.

FEMA: The Federal Emergency Management Agency.

FHBM: Flood Hazard Boundary Map

Final Plat: A map of long-term reproducible material, describing the subdivision development of six (6) or more lots or parcels, prepared in accordance with these regulations and recorded in the office of the County Recorder, after approval by the Board of Supervisors.

Finished Floor Elevation: The elevation of the lowest floor, including the basement.

FIRM: Flood Insurance Rate Map.

Off-Site: Any area outside of the boundary of a subdivision tract or development.

Off-Site Improvements: Those improvements necessary under the subdivision regulations or other rules, requiring certain levels of completion, addition, or connection off-site that are related and necessary for the completion of a subdivision project. These improvements include, among others: streets, water and sewer lines, electric service, curb and gutters, storm drainage and other floodplain improvements, earthworks, traffic signs and lights, access road improvements, power poles, wastewater treatment facilities, and fire hydrants.

Off-Street Parking: Space provided for vehicular parking, not within the street right-of-way.

On-Site Wastewater System: A conventional septic tank or alternative system installed at a site to treat and dispose of wastewater, predominately of human origin generated at the site.

Open-Space: Any parcel or area of land or water essentially unimproved and vacant. Also, land set aside, dedicated, designated, or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining such area.

Outdoor Light Fixtures: Outdoor artificial light devices, fixtures, lamps, traffic signals, and other kinds, permanent or portable.

Owner (Property): Any individual, firm, association, syndicate, co-partnership, corporation, trust, or any legal entity having fee title or other beneficiary interest evidenced by a recorded document(s) in the land to commence and maintain proceedings to control, divide, or otherwise deal with the same, under these regulations.

Owner's Agent: Any individual, firm, association, syndicate, co-partnership, corporation, trust or any legal entity authorized to act for the owner by way of a signed statement from the owner authorizing the agent.

Package Treatment Plant: A modular, compartmentalized sewage treatment collection system assembled on site (see Sewage Treatment Facility).

Pad Elevations: The final grade of a site which conforms to the approved grading plan and use as a basis for the building site elevations.

Parcel: A fragment, portion or plot of land.

Park: A public or private parcel of land set aside for passive or active recreation and/or facilities.

Parking Lot: An off-street area specifically for the purpose of parking vehicles.

Parking Space: A space set aside for the parking of a vehicle.

Pedestrian Path: Exterior passage way designed for pedestrian use.

Permanent Access: Perpetual access from a subdivision to any federal, state or county highway. A.R.S. 32-2101.

Person/Entity: As defined by state law.

Phase: A portion of a subdivision processed as a separate Final Plat from the rest of the subdivision. The portion is independent of the rest of the subdivision and stands as a complete subdivision on its own, without being dependent on later development.

Phasing Plan: A map layout and narrative describing a development progression for a proposed subdivision in separate parts, for which each part will become an independent subdivision, or will be combined with previous recorded phases.

Physical Access: Where each lot, parcel or fractional interest has access that is traversable by a two-wheel drive passenger motor vehicle.

Planning Commission: Planning and Zoning Commission as defined by A.R.S. 11-802. Same as the Mohave County Planning Commission or the Commission.

Preliminary Plat: A map design, including supporting data, drawn to show the development of six (6) or more lots or parcels to create a subdivision, and as prepared in accordance with these regulations.

Preliminary Plat, Corrected: A preliminary plat that has progressed through the County review process and has been returned to the applicant for corrections, and the applicant has made the corrections based on the County review letters and resubmitted the plat for subsequent review.

Preliminary Plat, New: A plat depicting the general design for the subdivision, as originally submitted, based on the pre-application meeting.

Preliminary Plat, Revised: A preliminary plat that receives a new tract number, new preliminary title report, and new completion time lines.

Project Engineer: A professional engineer registered in the State of Arizona identified as the engineer for the project or development.

Project Surveyor: A professional land surveyor registered in the State of Arizona identified as the surveyor for the project or development.

Property: A piece of real estate, including the land and/or air space, any structures thereon, all improvements, easements, rights, and appurtenances belonging thereto.

Property Owner's Association: A legal entity or association, per Title 10 or Title 33 of the Arizona Revised Statutes, established for the purpose of owning and maintaining in perpetuity commonly-held private real property, or providing for the administration and development, or maintenance in perpetuity of a legally defined subdivision and/or commonly-held property and appurtenances, usually residential, and governed by a board selected to represent the homeowners.

Public Area: A portion of land, building, structure, or space designated for the use by the public.

Public Hearing: Public meeting held under the conditions of and for the purpose specified by A.R.S. 11-814, and these regulations.

Public Improvements: Those improvements required to be constructed for a given development which are necessary to make the development functional for the public benefit or use.

Public Right-of-Way Width: The distance between two boundary lines, usually parallel, which describe a public right-of-way.

Public Utility: Privately owned or municipal facility for distribution to the public of various services such as power, heat, light, water, sewage removal, and communication.

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

**Response to Motion for Attorney Oehler to State a Claim of  
Abandonment Pursuant to Rule 12 and to Conform with an  
Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT H**

Visit OpenBooks (<https://openbooks.az.gov>)

Legislative Budgetsman-Citizens Aide (<https://www.azoca.gov>)

Get the facts on COVID-19 (<https://azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/index.php#novel-coronavirus-home>)

AZ.Gov (<https://az.gov/search/>)

(<https://az.gov>)



## Arizona State Board of Technical Registration (/)

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Search



[Home \(/\)](#) » [Ludwig Engineering Associates, Inc. \(/firm/ludwig-engineering-associates-inc\)](#)

### Ludwig Engineering Associates, Inc.

Registration Number: 15704

Branch ID: 0

Initial Registration: February 10, 2009

Expiration Date: May 2, 2020

#### Contact Information

109 E Third Street

San Bernardino

92410

(909) 884-8217

Firm Status: Closed

Firm Services:

ENGINEER/CIVIL, LAND SURVEYOR

#### Contact Us (/contact-us)

##### Arizona Board of Technical Registration

1110 W. Washington Street, Suite 240

Phoenix, AZ 85007

Phone: (602) 364-4930

Fax: (602) 364-4931

[Find in Google Maps](#)

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72b122ef1894).

**Knight v. Ludwig, et al.**  
**Mohave County Superior Court**  
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June 9, 2023 Motion to Extend Time**


**EXHIBIT I**

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, March 31, 2022. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C3413098 LUDWIG ENGINEERING ASSOCIATES, INC.

Registration Date:	09/29/2011
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	GLEN L LUDWIG 109 E. THIRD STREET SAN BERNARDINO CA 92410-4801
Entity Address:	109 E. THIRD STREET SAN BERNARDINO CA 92410-4801
Entity Mailing Address:	109 E. THIRD STREET SAN BERNARDINO CA 92410-4801

 [Certificate of Status](#)

A Statement of Information is due EVERY year beginning five months before and through the end of September.

Document Type	⇕ File Date	⇓ PDF
SI-NO CHANGE	09/27/2021	
SI-COMPLETE	09/26/2013	
REGISTRATION	09/29/2011	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
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- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

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**Knight v. Ludwig, et al.**  
**Mohave County Superior Court**  
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Extension of Time to Serve Indispensable Parties with their  
Service Packet Filed June 12, 2023 and Response to Plaintiff's  
June 9, 2023 Motion to Extend Time**

**EXHIBIT J**



LAW OFFICES  
DANIEL J. OEHLER  
2001 Highway 95, Suite 15  
Bullhead City, Arizona 86442  
(928) 758-3988  
(928) 763-3227 (fax)  
djolaw@frontiernet.net

Daniel J. Oehler, Arizona State Bar No.: 002739  
Attorney for Defendants

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

NANCY KNIGHT, ) NO.: CV-2018-04003  
)  
Plaintiff, ) ~~PROPOSED~~ ORDER  
) For service of  
vs. ) non-dispensable parties  
)  
GLEN LUDWIG and PEARL LUDWIG, Trustees )  
of THE LUDWIG FAMILY TRUST; FAIRWAY )  
CONSTRUCTORS, INC.; MEHDI AZARMI; )  
JAMES B. ROBERTS and DONNA M. )  
ROBERTS, husband and wife; JOHN DOES 1-10; )  
JANE DOES 1-10; ABC CORPORATIONS 1-10; )  
and NYZ PARTNERSHIPS 1-10. )  
)  
Defendants. ) *g*

*The Court has considered the positions of both Plaintiff and Defendant and adopts the following order for Plaintiff to bring in non-dispensable parties. g*

**IT IS ORDERED** the caption of this case shall not be amended until after service is substantially accomplished and the Court can determine whether to join a landowner who files a responsive pleading as a Plaintiff or Defendant.

**IT IS ORDERED** the Plaintiff shall provide and input all necessary data and information for the issuance by the Court system of the Summonses that will be served upon each of the additional parties. The Plaintiff shall simultaneously file with the Clerk of the Court and serve on the existing Defendants an Excel spreadsheet in electronic form that lists the Assessor's Parcel Number in numerical order in column A, the specific lot and tract number in column B, as well as name(s) and mailing address of the current owner of each parcel in column C, in the row number corresponding to the Assessor's Parcel Number, in accordance with the current Mohave County Assessor's office information on file, reflecting the owners' respective mailing address and/or addresses. The spreadsheet

shall specifically include those lots that are located in Desert Lakes Golf Course and Estates Tract 4076-B, Tract 4076-D and Tract 4163.

**IT IS ORDERED** Plaintiff shall cause to be served in compliance with Arizona Rules of Civil Procedure, Rule 4.1(c)(1)(A)-(G), each and every owner identified in accord with the provisions of the immediately preceding paragraph.

**IT IS ORDERED** Plaintiff shall cause to be served upon each necessary and indispensable party a set of documents hereinafter referred to as the "Service Packet" that shall include: (1) their/its personal summons, (2) a copy of Plaintiff's Complaint filed with this Court on January 22, 2018, (3) a copy of the Declaration of Covenants, Conditions and Restrictions For Desert Lakes Golf Course and Estates Tract 4076-B (recorded in Official Records of Mohave County on December 18, 1989 at Book 1641, Pages 895-901), (4) a copy of the Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course and Estates Tract 4076-D (recorded in Official Records of Mohave County on October 19, 1990 at Book 1808, Pages 509-514), (5) Waiver of Service and Acceptance of Service forms, and (6) a Notice approved and finally prepared by the Court. **IT IS ORDERED** the Plaintiff may accomplish service in the following manner:

1. The Plaintiff may attempt to obtain an Acceptance of Service from all property owners. Plaintiff shall comply fully with the provisions of Rule 4.1 and/or Rule 4.2, Ariz.R.Civ.P., regarding transmittal of a proposed "Acceptance of Service" and the legal effects of "waiving service" per Rule 84, Forms 1-2, Ariz.R.Civ.P., and "accepting service" per Rule 12(a)(1)(A)(ii), Ariz.R.Civ.P. The Service Packet including the "Acceptance of Service" documentation shall be sent via United States Postal Service (USPS) first class mail to the parties. Only the Court approved documentation shall be transmitted.

2. For those property owners who do not sign an Acceptance of Service, the Court authorizes alternative service by mail as provided in Rule 4.2(c), Ariz.R.Civ.P., whether the property owner(s) are located within Arizona or outside the State.

3. For those lot owners who do not sign a return receipt, the Plaintiff shall cause to be completed, in full accord with ARCP Rules 4, 4.1 and 4.2, personal service upon the subject lot owner/s.

4. For those property owners who are not served in the ways set forth above, the Court may consider Plaintiff's request for other forms of alternative service.

**IT IS ORDERED** by <sup>9<sup>th</sup> May 30</sup> ~~January 31~~, 2023, or at the time of filing an initial pleading or motion with the Court, whichever is sooner, all parties and attorneys appearing in this case shall designate and maintain an e-mail address with the Clerk of the Court and the other parties. The e-mail address will be used to electronically distribute any document.

including minute entries and other orders, rulings, and notices described in Rule 125, Rules of the Supreme Court by e-mail or electronic link in lieu of distribution of paper versions by regular mail. The e-mail address shall be designated on each document filed. In the event that a party's e-mail address changes, that change shall immediately be brought to the attention of the Clerk of Superior Court and included on subsequent filings and pleadings.

**IT IS ORDERED** that the Clerk of the Superior Court shall electronically distribute all pleadings and documents, including minute entries and other orders, rulings, and notices described in Rule 125, Rules of the Supreme Court by e-mail or electronic link in lieu of distribution of paper versions by regular mail.

**IT IS ORDERED**, after initial service of the "Service Packet" and with the exception that originals of all documents must be filed with the Clerk of the Court in electronic format, all parties are authorized to transmit documents to all other parties in electronic format and shall attach to the original document filed with Clerk of Court a notice that the document was transmitted electronically to the other parties along with a list of the names of the parties and e-mail addresses to which electronic transmission was sent.

**IT IS ORDERED** any party who declines to provide the Clerk of the Court and the other parties with an e-mail address shall be assessed the actual cost of mailing.

**IT IS ORDERED** the Clerk of Court of the Mohave County Superior Court shall provide public access to all pleadings previously filed and to be filed in this litigation through its "High Profile Cases" link on its website.

**IT IS ORDERED** Plaintiff shall have no direct nor indirect personal or written contact with the to-be-joined indispensable or necessary parties.

**IT IS ORDERED** that in the event the Plaintiff does not take substantial steps to have fully complied with the specifics of this Order as set forth herein to join all necessary and indispensable parties within the next one hundred fifty (150) days, this matter shall be dismissed.

The Notice approved and finally prepared by the Court to be included in the "Service Packet" shall state, at a minimum, the following:

1. The Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates Tract 4076-B and Tract 4076-D overlays the full set of the Declaration of Covenants, Conditions and Restrictions for Tract 4076-B.

2. Tract 4163 has no separate Declaration of Covenants, Conditions and Restrictions other than the restrictions for Tract 4076-B that included the lands constituting Tract 4163.

3. The legal effects of "waiving service" per Rule 84, Forms 1-2, Ariz.R.Civ.P., and "accepting service" per Rule 12(a)(1)(A)(ii), Ariz.R.Civ.P.

The Court has prepared and attaches to this Ruling a draft of the Notice to be included in the "Service Packet" and served upon all landowners.

**IT IS ORDERED** counsel shall be given an opportunity for input into the form of Notice for a period of twenty (20) days after the Court's proposed form is electronically delivered to Plaintiffs and Defendants' counsel.

DONE IN OPEN COURT this 17<sup>th</sup> day of February, ~~2022~~ 2023.

  
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Judge of the Superior Court