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JUN 26 2023

CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: [Signature] DEPUTY

1 Nancy Knight
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (951) 837-1617
5 nancyknight@frontier.com

6 Plaintiff Pro Per

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

9 NANCY KNIGHT,

10 Plaintiff,

11 vs.

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

21 Defendants.

Case No.: CV 2018 04003

**PLAINTIFF'S REPLY TO
DEFENDANT'S RESPONSE TO
PLAINTIFF'S MOTION FOR
DEFENDANTS TO COMPLY WITH
RULE 12 AND EXTENSION OF TIME
TO SERVE INDISPENSABLE
PARTIES WITH THEIR SERVICE
PACKET**

Assigned to visiting Hon. Judge Nielson

21 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, hereby submitting her Reply
22 to Defendant's Response filed on June 23, 2023 regarding compliance with Rule 12 for
23 stating a claim of abandonment of the Declaration of CC&Rs with specificity and to
24 provide the Court with exhibits on why attorney Oehler is wrong in claiming Plaintiff
25 should use standard forms in the Service Packet that supports her need for an extension of
26 time for mailing the Service Packets. The Court provides these standard documents and if
27
28



1 they exist for Indispensable Parties, then the Court should send them to the Plaintiff.

2 **MEMORANDUM AND POINTS OF AUTHORITY**

3
4 **I. Notice to Parties:**

5 The service packet is to contain a Summons, a Waiver of Service Form and an
6 Acceptance of Service Form for each indispensable party. This Court needs to reevaluate
7 the signed Proposed Order authored by Mr. Oehler and provide the Plaintiff with
8 language for the Summons and Waiver of Service form for the Service Packet. An
9 extension of time is necessary for the reevaluated Proposed Order. The acceptance of
10 service procedure is prohibitive for the Plaintiff's Gag Order and she suffers risk of harm
11 from acrimonious property owners. The Standard form of these documents is provided in
12

13 **Exhibit 1.**

14
15 Plaintiff has provided the Court with a Proposed Order and language for a
16 Summons and Waiver of Service for consideration of approval as written or to be revised
17 by the Court. Omitting the acceptance of service form is appropriate.
18

19 **II. Stating a claim for which relief can be granted**

20
21 When a non-waiver clause is included in a Declaration of CC&Rs, Defendants
22 seeking abandonment as a protection for their misdeeds must state a claim with
23 specificity before trial.
24

25 Rule 12 (b)(6) "state a claim upon which relief can be granted". Remedy is the
26 Court's method of protecting a Subdivision's valuable Servitude (s) from becoming
27 defeated. The defendants seek relief from an unknown Servitude or Servitudes out of the
28 17 Servitudes in the Tract 4076-B Declaration of CC&Rs. Plaintiff needs specificity in

1 what Servitude abandonment relief is sought by the defendants.

2 In *Burke v. Voicestream*, Voicestream sought relief from Servitude 4 of the
3 Restrictions on structures based on their abandonment claim. At ¶ 19, “In construing
4 restrictive covenants, the intention of the parties to the instrument is paramount.” For the
5 Defendants in this case there are two restrictions that are paramount to their motive for
6 abandonment. Profits and competition with Desert Lakes motivates the illegal “build to
7 suit” signage and illegal setbacks of less than 20 feet, front and rear, on homes.
8

9 The intent of the parties to the instrument is clear given the extent that CEO
10 Passantino went to assure that County Development Services setbacks conformed to the
11 setbacks in the Declaration. He twice received approval from the County in Res. 89-116
12 and again in Res. 93-122 for 20 foot setbacks, front and rear, that still governs the
13 setbacks today except when money, power and influence causes some County employees
14 to violate the approved setback resolutions.
15
16

17 The intent of the signage restriction is to prevent what has happened with
18 Fairway’s signs, specifically, unfair competition for building contracts and dilapidation
19 from long-term posting of the signs. Voicestream lost their abandonment claim and had
20 to remove their tower. Permanent removal of Fairways’ signs and permanent stoppage of
21 setback violations is paramount in this case.
22
23

24 Plaintiff seeks Injunctive Relief so the purpose of servitudes is not defeated by the
25 defendants who have a long history of violations and attempted violations of Servitude 6
26 for setbacks and violations of Servitude 12 for signage. Victims of the defendant’s
27 setback violations and victims of Azarmi’s Res. 2016-125 and companion Res. 2016-04
28

1 now suffer the costs of remedy while the defendants profited from the violations.

2 Azarmi's long-term goal is to defeat the Declaration of CC&Rs to make his subdivisions
3 appear to have \$400 per year in property owner association fees valuable.
4

5 See Exhibit 4 for Ann Pettit's Affidavit at paragraph 18. Desert Lakes is Azarmi's
6 formidable competitor with CC&R protections and no association fees. At paragraph 15
7 she has the fraudulent claim that Azarmi's Res. 2016-04 (the 50% rule) governs setbacks.
8 The Denial of Res. 2016-125 proves that Res. 2016-04 that became Ordinance 37.C.4.
9 cannot apply to Desert Lakes in the absence of an amendment to Res. 93-122. Azarmi's
10 attempt to amend Res. 93-122 failed to pass Board of Supervisor approval on October 3,
11 2016 thanks to Plaintiff's presentation to the Board for the fraud (lack of full disclosure)
12 in the packet that caused 180 lots to have signed Waivers of liability. All a part of the
13 existing record.
14
15

16
17 The Defendants continue to cause this case to be expanded with thousands of
18 pages of documents. Their claim that the CC&Rs have been abandoned and are
19 unenforceable requires proof. Hundreds if not thousands of violations of the "subject
20 covenants" (page 2, lines 16-17) have not been provided to this Court with real evidence
21 and there has been no acquiescence in 30+ years from the recordation to the present.
22

23 Desert Lakes does not have hundreds if not thousands of signs that violate
24 Servitude 12. Desert Lakes does not have hundreds if not thousands of setback violations.
25

26 The defendants have continued to fail to provide with specificity what covenants
27 have been "completely abandoned" and have caused such a change in the area and have
28 no remedy for their burden of proof that a servitude has been defeated.

1 Plaintiff has continued to refute the affirmative allegations of the defendants who
2 have no basis of fact to support trial by jury for any subject covenant. Plaintiff has
3 provided real evidence that acquiescence has not occurred. Remedy to support the
4 purpose of the covenants began over 32 years ago in 1991 and has been ongoing for the
5 Plaintiff in three cases to date that began in 2016. Examples are already a part of the
6 record.
7
8

9 **III. Tract 4163 is governed by Tract 4076-B CC&Rs**

10 Plaintiff does not have to defend her Tract 4163 being subject to Tract 4076-B
11 CC&Rs and her rights to enforce the servitudes. **See Exhibit 2** – proof of Tract 4163
12 being governed by the Tract 4076-B CC&Rs.
13

14 Plaintiff and the Hon. Judge Carlisle and Hon. Judge Jantzen have already
15 established that Tract 4163 runs with the land for the Tract 4076-B CC&Rs. It is time for
16 the Defendants to get over their false claims. This is not something Plaintiff needs to
17 establish at trial.
18

19 **IV. Affidavit Recollections on signage**

20
21 No affiant provided any real evidence or identification of any custom home
22 builder who posted signs on residential lots as these defendants have done for so many
23 years that their signs became dilapidated to the point of becoming a hazard to persons and
24 property.
25

26 See Ann Pettit's Affidavit at paragraph 5. Real Estate Law requires Agents to
27 attach a rider to build to suit signs where the lot is for sale and they must include the
28 name of the agent and contact phone number for the Agent. Azarmi does not sell lots.

1 Ann Pettit did not attach a “for sale” rider for her off-premises business
2 advertising on Azarmi’s signs. The Arizona Department of Real Estate investigated the
3 sign and determined they were Fairway’s signs and were not for sale nor for lease signs.
4

5 Mohave County violated their ordinance on signs where off-premises business
6 advertising is only allowed on Commercial lots and not on residential lots. Azarmi has
7 the money, power and influence over some County employees who cover up his
8 misdeeds and make victims of property owners. Plaintiff’s third case is intended to end
9 the corruption caused by Azarmi and hopefully protect the Development Services
10 employees who had to file a Complaint that was investigated and resulted in a 58 page
11 single spaced report that is not available to the public and the employees are under a non-
12 disclosure agreement. Part of the record, shows Alicia attempted to prevent the Miller
13 home from its violation of Res. 93-122. No avail. The Millers are now subject to Breach
14 of Contract in the 2021 case.
15
16
17

18 **V. Power of this Superior Court**

19 Plaintiff has had to battle harsh and hard-to-explain decisions of the former
20 Superior Court who recused himself in this case. One of the most troubling threats to our
21 nation’s justice system is that judges, who through incompetence, bias or corruption
22 prevent a wronged Plaintiff from fair decisions. Plaintiff has been subjected to judicial
23 bullying at the hands of defense counsel Oehler and the recused Judge Jantzen for years.
24 Judge Jantzen did the right thing by stepping away when Plaintiff provided evidence of
25 actual conflict or bias or other impropriety where a reasonable person would conclude
26 that an appearance of impropriety existed. John Grisham’s book, “The Appeal”,
27
28

1 underscored the kind of underhanded dealing that has stained the judiciary.

2 As a general rule this court may not modify or overrule an order entered by Judge
3 Jantzen; however, this court may modify orders and rulings when there has been a
4 substantial change in circumstances. That substantial change in circumstances in this case
5 is the voluntary recusal of Judge Jantzen pursuant to Plaintiff's Rule 42.2 extensive list of
6 of unfair rulings and orders. Abuse of discretion occurred in Judge Jantzen's defying case
7 law on who is to suffer the financial consequences of following Rule 19. Abuse of
8 discretion occurred in redefining who is the movant in the MSJ that led to the need to
9 serve indispensable parties. Attorney Coughlin's arguments should have been followed as
10 a matter of law and this Court has the power to overturn abuse of discretion rulings and
11 violations of the Constitution. There is no rule that prevents this Superior Court from
12 correcting another Superior Courts' errors of law. Plaintiff argues that in a civil case, the
13 court may relieve a party from a final judgment or order for the reasons stated in Rule
14 60(b) of the Rules of Civil Procedure. Plaintiff should not have to file a motion to expand
15 this case further with a Rule 60 (b) motion.

16 Plaintiff has found no Statute that allows a Plaintiff to suffer the consequences of
17 filing motions in defense of her case. No attorney fees should be awarded to the
18 defendants pursuant to the former Superior Court's ruling that the Plaintiff pay attorney
19 fees for motions filed in the few months prior to recusal of the Court.

20 Denial of attorney Coughlin's Leave to Amend the Complaint for Breaches of
21 Contract and Plaintiff pro per's subsequent Leave to Amend was an abuse of discretion
22 by the recused Court.

1 **VI. Change of Venue**

2 At this point in time, it is appropriate to grant a Change of Venue if this Court
3 feels he cannot overturn the recused Court's decisions.
4

5 It would be appropriate to Change the Venue to Maricopa County. Consolidation
6 into the Yavapai County Appeal would further exasperate complications in this case that
7 is simple today for Injunctive Relief, following Rule 12(b)(6) for stating a claim of
8 abandonment with specificity, and the recused Court's abuse of discretion in who is to
9 serve the indispensable parties pursuant to Rule 19.
10

11
12 **VII. Azarmi's Affidavit Fraud**

13 There exists no proof that enforcement between neighbors has not occurred in the
14 past 30 years. In fact, in 2016, Mr. Oehler was a defense counsel where the Hon. Judge
15 Langford (retired) was the mediation judge who negotiated for remedy of Plaintiff's lost
16 views of the golf course and surrounding area with cutting away of cement blocks and
17 restoring rear yard wrought iron panels in partial compliance with Servitude 8 and full
18 compliance is a part of the Yavapai County (2021 case). The County participated with
19 Azarmi in a fraudulent concealment issue committed by Oehler's client Chase in CV
20 2016 04026. Motive for the fraudulent concealment was to prevent the Plaintiff from
21 finding Azarmi's role in Tract 4163 with collusion by County personnel. The final plat
22 for Tract 4163 was a part of this case that led to Plaintiff's discovery of fraudulent
23 concealment.
24
25
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28 It has already been proven that Azarmi and Fairway violated setbacks on several

1 Tract 4076-B homes and on a lot subject to the Tract 4076-B and Tract 4076-D CC&Rs.

2 This one lot is listed in both B and D Declarations of CC&Rs. The home was sold to

3 Grice who sold it to Unipan who sold it during litigation in the 2021 case. Jantzen refused
4 to grant amending the Complaint for Breach of Contract. Stalling has consequences.
5

6 Plaintiff does not “seem to believe” anything without real evidence, statutes, and
7 case law to support her claims that the defendants must prove “complete abandonment”
8 due to the non-waiver provision. Past and present evidence of enforcement in Desert
9 Lakes is a part of the record.
10

11 Defendants “seem to believe” they can get away with Fraud Upon the Court as
12 they have been doing for over six years until the former Superior Court recused himself.
13 Where is the real evidence of hundreds if not thousands of violations that the Defendants
14 “seem to believe” exist for a specific servitude?
15

16 Azarmi has attempted to cause hundreds of setback violations and his attempts
17 should be considered “corruption” in his claim of abandonment. Dismissal of an
18 abandonment claim is appropriate for his Sham Plea, Affidavit Fraud, and Unclean
19 Hands.
20
21

22 Plaintiff has not found hundreds of violations caused by Azarmi at this point in
23 time. Azarmi’s Res. 2016-125 was intended to make his Res. 2016-04 ordinance binding
24 upon over 700 lots in Desert Lakes. Even though Azarmi has the money, power and
25 influence over some County employees, only 35 lots in the entire Desert Lakes
26 Subdivision Tracts 4076-A, B, and C could be found to have been violated by
27 Development Services from the period of passage of Ordinance 37.C.4 (Res. 2016-04) to
28

1 November 2022 when the Request for Public Information was filed.

2 Planning Commissioner Azarmi has committed fraud upon his fellow
3 commissioners and fraud upon every property owner in Tract 4076-A, B, and, C.
4

5 For this reason, if this case does go to Trial, the jury will be asked to rule on fact
6 in the language of the three Declarations (A-B and C) and intent of the Declarant that
7 could make the entire Count One not dismissed after all. The jury will also rule on
8 whether one home with a front yard setback violation as built by Azarmi and one home
9 with a side yard setback violation and every home that has less than a twenty foot rear
10 yard setback as built by Azarmi constitutes "complete abandonment" of Servitude 6.
11 Plaintiff "believes" a reasonable person would dismiss the Defendant's claim of
12 abandonment of Servitude 6. Plaintiff "believes" this Court has the power and authority
13 to rule on the abandonment claim in advance of trial by jury.
14
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16

17 Plaintiff does not "apparently" believe that her own home is not in violation of a
18 twenty foot setback for a portion of one of her two rear yards. Plaintiff is prosecuting
19 those who caused her violation in the Yavapai County (2021 case), not as a breach of
20 contract but for fraud and breach of duty by the County and multiple collusion in fraud
21 defendants.
22

23 Plaintiff has not acquiesced. Multiple parties are involved in the violation of Res.
24 93-122 that in turn violates the CC&Rs. Any reasonable person would rule in favor of the
25 Plaintiff that complete abandonment has not occurred nor defeated the purpose for which
26 the twenty foot setbacks were imposed because remedy to cut away a projecting patio
27 cover, either fully or partially, as the case will be for the Plaintiff, prevents a defeat for
28

1 which the servitude and approval of Res. 93-122 were imposed on the Subdivision's lots.

2 Actually, case law, *Cundiff v. Cox*, is where "complete" was defined as 100%.

3
4 Cundiff won that ten year case where "complete abandonment" of the use of the land for
5 a business was proven to not have been abandoned and Cox suffered substantial financial
6 remedy.

7
8 Defendants have not proven with real evidence that 80% of the homes along Lipan
9 Blvd and Mountain View (Tract 4076-D CC&R lots) have rear yard setback violations
10 nor that 57% of the homes in Tract 4076-B have setback violations. A GIS photographic
11 display is not real evidence. Defendants do not even need to have an expensive survey
12 done on each home. All Applications and Plot Plans for New Home Construction are
13 available from Development Services as a Request for Public Information. Eric Stephan's
14 Affidavit has been proven to contain errors and should be disregarded. He does not even
15 know the difference between a gate to a property owner's front yard is not a violation of
16 Servitude 8 nor that the two homes built by McKee had greater than 20 foot rear yard
17 setbacks that he misconstrued based on a photo of a GIS map. This is not how a
18 competent surveyor would operate **See Defendant's Exhibit B attached to their**
19 **response.**
20
21
22

23 RESPECTFULLY SUBMITTED this 26th day of June, 2023.

24
25 
26 NANCY KNIGHT
Plaintiff Pro Per

27 Copy to djolaw10@gmail.com on this day and to kalerma@courts.az.gov
28

List of Evidence Based Exhibits

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1. Standard Summons, Waiver of Service and procedure for acceptance of service that are inappropriate for Plaintiff to follow pursuant to Mr. Oehler's Proposed Order.
2. Mr. Oehler is wrong that Plaintiff must establish that her Tract 4163 is governed by Tract 4076-B CC&Rs. That has already been established. It is time for Oehler to get over it. The Declaration recorded in Book 1641, Page 895 is clear that the "protective conditions" are for "all lots, parcels and portions of said tract" and they "shall run with the land". Page 9 of the Tract 4163 Public Report by T&M at paragraph 4 displays the CC&Rs are located in Book 1641 at page 895. Plaintiff's Title Insurance Schedule B displays the CC&Rs are located in Book 1641 at page 895.
3. Ludwig Engineering and the attempt to fool this Court. Plaintiff never alleged Glen Ludwig was in any way responsible for Tract 4163. The misdeed resulted from Azarmi, as VP of the Arizona Division of Ludwig Engineering. Richard Reiker is the engineer employed by Azarmi and was sent to the September 1998 Planning Commission meeting on behalf of the Developer of patio homes. Kukreja is differentiated as the owner/subdivider for 1043 Arizona Properties LLC in 1998. Reiker created the Preliminary Plat for Tract 4163 in 1998. He signed the Final Plat in 2001 that was passed off onto T&M who built Plaintiff's home. The County failed its duty to follow Res. 93-122 that was "clarified" in 1993 to apply to all lots in Desert Lakes.

1 4. Ann Pettit's Affidavit

2 ¶ 5 and ¶ 6: Pettit admits she placed a "for sale" rider on build to suit signs in
3 violation of the CC&Rs for years. Ordinances do not govern over the CC&Rs.
4
5 Pettit is profiting from her US Southwest Logo recognition on Azarmi's signs.
6
7 Azarmi's wife and Defendant Rovno in the 2021 case are Agents for US
8 Southwest.

9 ¶ 14 Pettit fully understands that the zoning is SD/R and that the setbacks are 20
10 feet, front and rear.

11 ¶ 15 Azarmi's 50% Rule is fraudulently being used to convince property owners
12 that they have nothing to worry about for their ten foot rear yard setbacks. Rovno
13 was duped by Pettit and by Azarmi who built the Rovno home.
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15 ¶ 18 Pettit supports Plaintiff's claim of Azarmi's motive to compete with Desert
16 Lakes.
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Exhibit 1

1 FROM THE STATE OF ARIZONA TO: T&M MOHAVE PROPERTIES, L.L.C

- 2
- 3 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers
4 are served on you with this Summons.
- 5 →
- 6 2. If you do not want a judgment or order taken against you without your input, you must
7 file an "Answer" or a "Response" in writing with the Court, and pay the filing fee. If
8 you do not file an "Answer" or "Response", the other party may be given the relief
9 requested in his or her Petition or Complaint. To file your "Answer" or "Response",
10 take, or send, the "Answer" or "Response" to the **Office of the Clerk of the Superior
11 Court, 415 East Spring Street, Kingman, Arizona 86401 (P.O. Box 7000,
12 Kingman, AZ 86402-7000)** or the **Office of the Clerk of the Superior Court, 2225
13 Trane Road, Bullhead City, Arizona 86442, or Office of the Clerk of Superior
14 Court, 2001 College Drive, Lake Havasu City, AZ 86404**. Mail a copy of your
15 "Answer" or "Response" to the other party at the address listed on the top of this
16 Summons.
- 17 3. If this Summons and the other court papers were served on you by a registered
18 process server or the Sheriff, within the State of Arizona, your "Response" or
19 "Answer" must be filed within TWENTY (20) CALENDAR DAYS starting the day after
20 you were served. If this "Summons" and other court papers were served on you by a
21 registered process server or the Sheriff outside the State of Arizona, your "Response"
22 must be filed within THIRTY (30) CALENDAR DAYS starting the day after you were
23 served. Service by a registered process server or the Sheriff is complete when
24 made. Service by Publication is complete 30 days after the date of the first
25 publication. WARNING. If you signed a Waiver of Service, you must file your
26 Response or Answer within 60 days from the date the Waiver of Service was sent to
27 you. You should see a lawyer to help you make sure that you have complied with the
28 Service and Response or Answers rules.
- 29 4. You can get a copy of the court papers filed in this case from the Petitioner at the
30 address at the top of this paper, or from the Clerk of the Superior Court at the
31 address listed in Paragraph 2 above.
- 32 5. Requests for reasonable accommodation for persons with disabilities must be made
33 to the office of the Judge or Commissioner assigned to the case, at least (5) five days
34 before your scheduled court date.

35 SIGNED AND SEALED this date: 1/4/2022

36 Christina Spurlock
37 Clerk of the Superior Court

38 By: [Signature]
Deputy Clerk

Person Filing: Nancy Knight
Address (if not protected): 1803 E. Lipan Cir
City, State, Zip Code: Fort Mohave, AZ 86426
Telephone: 928-768-1537
Email Address: nancyknight@frontier.com
Lawyer's Bar Number: _____
Licensed Fiduciary Number: _____

Representing Self, without a Lawyer or Attorney for Plaintiff OR Defendant

**SUPERIOR COURT OF ARIZONA
IN MOHAVE COUNTY**

Nancy Knight
Name of Plaintiff

Case No. CV 2021 04071

()
Name of Defendant

WAIVER OF SERVICE

A.R.C.P. Rule 4 (f)

TO: Nancy Knight
(Name of Plaintiff or Plaintiff's Attorney)

ACKNOWLEDGMENT OF WAIVER OF SERVICE. I acknowledge receipt of your request that I waive service of a summons in regards to the above referenced action.

I also have received a copy of the *Complaint* and *Certificate of Compulsory Arbitration* in the action, **two** copies of this *Waiver of Service*, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by the Arizona Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

1 Below copied in pertinent part only for informational purposes for the Court with
2 underscored emphasis for Mr. Oehler's and the former recused Court's error in judgment.

3 Law Library Resource Center

4 Procedures: How to serve court papers by acceptance of service

5 Requirements:

6 • You must provide the other party with copies of the court papers that you have
7 filed. You must also provide the Acceptance of Service form.

8 • The other party must be willing to sign the Acceptance of Service form in front
9 of a notary or Clerk of Superior Court.

10 Warning: Do not use the Acceptance of Service method if you are the victim of
11 domestic violence or believe the other party will hurt you, take your money, or take your
12 children.

13 Step 1: After you have filed your papers with the court, ask the other party to
14 accept service.

15 • You can ask the other party to accept service by talking to them, calling them, or
16 sending them the letter provided at the end of these procedures.

EXHIBIT "A"

1. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvements.

2. RESERVATION, exceptions, covenants and rights reserved or imposed in Deed from Santa Fe Pacific Railroad Company:
Recorded in Book 31 of Deeds
Page 586

3. THE RIGHT OF ENTRY to prospect for, mine and remove minerals below a depth of 500 feet below the surface as implied by reservation of the same instrument:
Recorded in Book 1517 of Official Records
Page 367

4. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Book 1641 of Official Records ←
Page 895 and
Book 2520 of Official Records
Page 291

5. VIOLATION of the provisions of the paragraph shown below of restrictions recorded in:

Book 2520 of Official Records
Page 291
Paragraph 1
Page 291

6. RESTRICTIONS that may be imposed on said land by reason of its inclusion within a flood zone A and C, as shown on the recorded plat of said subdivision.

7. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Book 2493 of Official Records
Page 417
Purpose electric lines or distribution system
(affects the South 10 feet of Lots 4, 5 and lots 26 through 32)

8. EASEMENTS as shown on the recorded plat of said subdivision.

9. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount \$70,434.00
Dated August 6, 2002

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Policy No.: 70023050ST09019621O1
Title No.: ST09019621

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any rights, interests or claims, which are not shown by the public records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown in the public records.
6. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2010.
7. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
8. Water rights, claims or title to water, whether or not disclosed by the public records.
9. Easements, covenants, conditions and restrictions as set forth on the recorded plat of said subdivision.
10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document



Recording No.: Book 1641 of Official Records, Page 895.

END OF SCHEDULE B



SECURITY TITLE AGENCY

1630 South Stapley Drive, Suite 125, Mesa, AZ 85204
(480)345-6345 FAX (602)294-8859

William R. Knight and Nancy L. Knight
41650 Knight Dr.
Murrieta, CA 92562

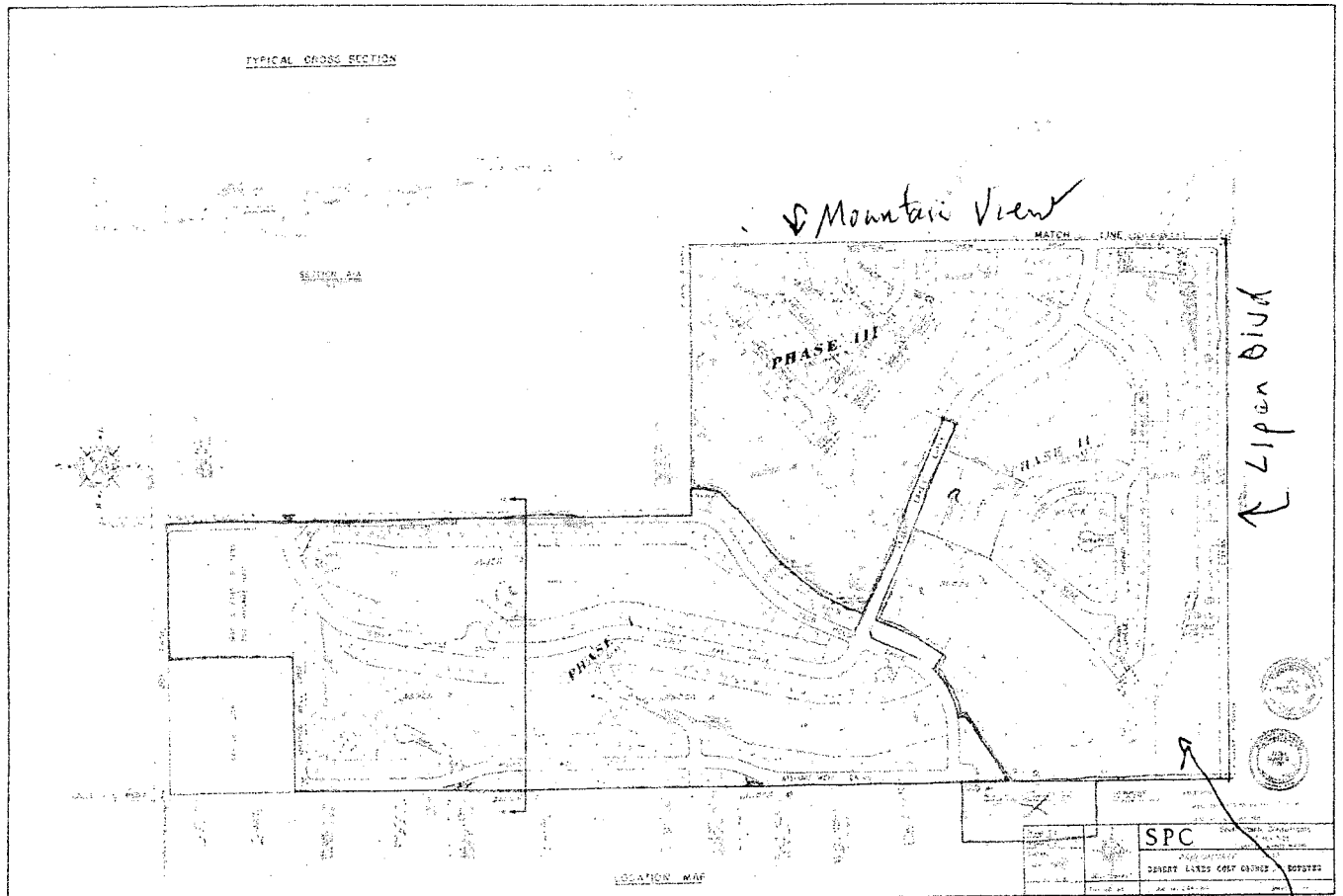
Date: March 11, 2010
Order No: ST09019621-ST48
Loan No.:
Property Address:
1803 E. Lipan Circle, Fort Mohave Arizona 86426

We appreciate the opportunity of being of service to you. Please refer any questions regarding this policy of title insurance to:

Security Title Agency

Letter (Policy Cover for Buyer/Borrower)
FDAZ0810.rdw

Parcel VV that became Tract 4163 is in the lower right hand corner of the 1988 approved Preliminary Plat for Subdivision Tract 4076 as displayed in Phase II (Tract 4076-B). The lots at the intersection of Lipan Blvd and Mountain View were redesigned for the frontage road and Lot 81 was no longer adjacent to the golf course.



Parcel VV

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1998
Fraud zoning
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Kutreja
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INDEXED MICROFILMED

98060608 BK 3173 PG 388
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ
JUAN MC CALL, MOHAVE COUNTY RECORDER
10/07/1998 02:38P PAGE 1 OF 2
MOHAVE COUNTY BOARD OF SUPERVISORS
RECORDING FEE 0.00

RESOLUTION NO. 98-348

A RESOLUTION SETTING FORTH A REZONE OF PARCEL V-V AND A PORTION OF PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, TO BE KNOWN AND SUBDIVIDED AS DESERT LAKES GOLF COURSE AND ESTATES, UNIT E, TRACT 4163, IN SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST, FROM A-R (AGRICULTURAL-RESIDENTIAL) ZONE TO S-D/R-O (SPECIAL DEVELOPMENT/SINGLE FAMILY RESIDENTIAL/MOBILE HOMES PROHIBITED) ZONE, IN THE SOUTH MOHAVE VALLEY AREA, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on October 5, 1998, a public hearing was conducted to determine whether approval should be granted to Rezone the above-described property as requested by Sterling Varner, representing 1043 Arizona Property, LLC, of Mission Viejo, California, and

WHEREAS, this property is located east of State Highway 95, between Joy Lane and Lipan Boulevard. The site is accessed from State Highway 95 via east on Lipan Boulevard to the site, located on the north side of Lipan Boulevard on the northwest corner of Lipan Boulevard and Lipan Court. The property is vacant and rises to the west. The surrounding land uses consist of vacant land to the south, the Desert Lakes Golf Course and Estates subdivision to the north and east, and several commercial enterprises to the west on the north side of Lipan Boulevard. There are no significant drainage patterns, and

WHEREAS, the applicant requests this zone change to allow for a 32-lot subdivision. The applicant proposes to divide the 4.99-acre parcel into 32 lots ranging from 4,800 square feet to 5,775 square feet and one drainage easement parcel. The Mohave County General Plan designates this area as an Urban Development Area, and

WHEREAS, a review of FEMA FIRM Panel #040058-2445C indicates the parcel described to be in Zone A, in the Special Flood Hazard Area, and

WHEREAS, the following described Findings of Fact are for the above-captioned item:

- a. All notices have been advertised and posted according to regulations.
- b. The proposed action and the effect complies with the Mohave County General Plan.
- c. The site is adequate for the action intended and the use is consistent with the surrounding land uses and terrain.
- d. The neighboring area contains other like land uses similar to the above-proposed action.

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RESOLUTION NO. 98-348

- e. The site has legal access.
- f. There are no significant environmental features affecting the site, except the noted Special Flood Hazard Area.

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on August 12, 1998, the Commission recommended APPROVAL for a Rezone subject to the following:

1. DESERT LAKES GOLF COURSE AND ESTATES, Unit E, Tract 4163 will be rezoned to S-D/R-O (Special Deveioption/Single Family Residential/Mobile Homes Prohibited). The minimum lot size will be 4,800 square feet.
2. The setbacks for the S-D/R-O zoning will be as follows:

Front yard:	20 feet
Street side yard:	10 feet
(corner lots)	
Side yard:	5 feet on each side.
	A 0-foot side yard setback is allowed on the garage side when the opposite side yard setback is a minimum of 10 feet which includes a 3-foot access easement.
Rear yard:	10 feet. Based upon this setback the developer must be made aware that the rear yard will be very limited on placing any accessory buildings in the rear yard as per Mohave County Zoning Regulations, Sections 27.G and 27.F 8.
3. The Zoning Department requires a Zoning Map showing lot layout with zoning and setbacks.
4. The rezone will be effective upon the recordation of the Final Plat of DESERT LAKES GOLF COURSE AND ESTATES, Unit E, Tract 4163.
5. The lot size minimum will be based on the size of the lots recorded on the Final Plat with no further lot splits.
6. The appropriate zoning, building, environmental, and floodplain permits will be obtained prior to construction.
7. The applicant shall comply with all applicable provisions of the Mohave County Zoning Regulations.

*Violation of
Res. 93-122 →*

WHEREAS, the notice of hearing was published in The Standard, a newspaper of general circulation in Kingman, Mohave County, Arizona, September 19, 1998, and posted on September 18, 1998, as required by Arizona Revised Statutes and the Mohave County Zoning Regulations.

Richard Reiker is specifically called out below as the employee of Ludwig Engineering for the Preliminary Plat that created Tract 4163 in 1998.

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INDEXED MICROFILMED

78040609 BK 3173 PG 391
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ
JOAN MC CALL, MOHAVE COUNTY RECORDER
10/07/1998 02:38P PAGE 1 OF 5
MOHAVE COUNTY BOARD OF SUPERVISORS
RECORDING FEE 0.00

RESOLUTION NO. 98-349

A RESOLUTION SETTING FORTH A PRELIMINARY SUBDIVISION PLAN AND PETITION OF EXCEPTION FOR DESERT LAKES GOLF COURSE AND ESTATES, UNIT E, TRACT 4163, BEING A SUBDIVISION OF PARCEL V-V, AND A PORTION OF PARCEL K-K, OF DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, IN A PORTION OF THE SW¼ OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 22 WEST, IN THE SOUTH MOHAVE VALLEY AREA, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on October 5, 1998, a public hearing was conducted to determine whether approval should be granted for a Preliminary Subdivision Plan and Petition of Exception for the above described subdivision, as requested by Richard Reiker of Ludwig Engineering, project engineer, San Bernardino, California. The owner/developer is 1043 Arizona Property Limited Liability Corporation, including developers previously known as Desert Lakes Development, Mission Viejo, California, and

WHEREAS, the property is located approximately four (4) miles south of Bullhead City. The property is accessed via State Highway 95, then east one-half mile along and north of Lipan Boulevard to the site, and

WHEREAS, the great majority of this property originally had been platted as Parcel V-V, Desert Lakes Golf Course and Estates, Tract 4076-B, a parcel "reserved" for future multi-family residential development. A subdivision of this property, along with a narrow sliver of the adjacent golf course parcel, was proposed in the form of a Final Plat for Desert Lakes Golf Course and Estates, Tract 4076-E. The developers never actively processed that plat, and let the approval for the original Preliminary Plan of Tract 4076 expire without extension. In 1996, the developers again became interested in subdividing this property, this time however as a single-family residential subdivision, and submitted a new Sketch Plan, which was assigned Tract # 4163, separate from the previous obsolete proposals, and

WHEREAS, the Preliminary Plan for Desert Lakes Golf Course and Estates, Unit E, Tract 4163 depicts five acres subdivided into 32 Special Development single-family residential lots and one large drainage parcel. The residential lots in this subdivision range in size from 4,800 to 5,775 square feet in area. Due to the small size of the project, no phasing is proposed, and

WHEREAS, a portion of this proposed subdivision, Parcel K-K of Desert Lakes Golf Course and Estates, Tract 4076-B, was established as a golf course, drainage easement, and public utility easement. An abandonment of those designations is being processed concurrently with this Preliminary Plan and the rezoning of the property, to make way for the subdivision, and

1 The owner/subdivider is differentiated from para. 2 below for an unnamed Developer
2 who proposed a property owner association. Azarmi fits the description of Developer.

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4 PAGE 3 of 5
EN 3171 PG 293 FILE#22060007

5 **RESOLUTION NO. 98-349**

Page 3

6
7 **WHEREAS**, at the public hearing before the Mohave County Planning and Zoning Commission on
8 August 12, 1998, the Commission recommended APPROVAL of the Preliminary Subdivision Plan and
9 Petition of Exception subject to the following conditions:

10 1. The approval of this subdivision is based on the understanding by the Planning and Zoning
11 Commission and the Board of Supervisors that:

- 12 • All streets within the subdivision will be constructed in accordance with MAG Standard
13 Specification Nos. 301, 310, 321, and 330 or better, for paving;
- 14 • Grading and drainage-related improvements will be made as recommended by the design
15 engineer in the submitted drainage reports and as approved by the County Engineer;
- 16 • Water will be provided by Bermuda Water Company. A statement from the Arizona
17 Department of Water Resources affirming an adequate water supply for this subdivision must
18 be submitted to the Planning Director prior to the recordation of a Final Plat for this tract;
- 19 • Sewer service will be provided by Sorenson Utility Company. The sanitary facilities for the
20 subdivision must be approved by the Arizona Department of Environmental Quality prior
21 to Final Plat recordation. The approval to construct water and/or sewer improvements and
22 the approval of the construction of those improvements must be obtained from the Arizona
23 Department of Environmental Quality and submitted to Planning and Zoning. Approvals
24 must also be obtained from the Mohave County Environmental Health Division;
- 25 • Electricity will be provided by Mohave Electric Cooperative;
- 26 • Telephone service will be provided by Citizens Utilities Company;
- 27 • Solid waste (garbage) disposal will be provided by Tri State Refuse service. The developer
28 must submit a signed contract with a solid waste disposal firm prior to Final Plat recordation;
- Fire protection will be provided by the Fort Mohave Mesa Fire Department;
- Fire hydrants will be placed in the subdivision as prescribed by the fire department, but shall
not be spaced further apart than is required by the Subdivision Regulations;
- All utilities shall be provided to each lot in accordance with Arizona Corporation
Commission Regulations;
- All lots and road centerline monuments will be staked and monumented in accordance with
Mohave County Standard Specification No. 102;
- Road name and regulator signs will be installed in accordance with the requirements of the
Mohave County Subdivision Regulations and as recommended by the design engineer, to the
satisfaction of the County Engineer.

Kukreja
owner/
Subdivider →

As a condition of approval, the owner/subdivider is responsible for the completion of these site
improvements and shall provide an assurance for all required subdivision improvements in
accordance with Article V of the Mohave County Subdivision Regulations.

The
developer
+ the POA annexation

2. The developer has proposed the formation of a property owners association for the
subdivision, or the annexation of this subdivision into the coverage of an existing
association. An association or other such entity must be established by the developer to
provide permanent maintenance of the common parcels in the subdivision.

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OWNER'S STATEMENTS

ASSURANCE

COUNTY CLERK CERTIFICATE

COUNTY RECORDER

GENERAL DESCRIPTION

NOTARY ACKNOWLEDGMENT

MILITARY ACKNOWLEDGMENT

LEGEND

ENGINEER'S CERTIFICATE

BASIS OF RESIDINGS

PLAT

DATE OF PREPARATION

PREPARED BY

**FINAL PLAT
DESERT LAKES
GOLF COURSE AND ESTATES,
UNIT E, TRACT NO. 4163**

Parcel VV 1
sliver of Parcel KK

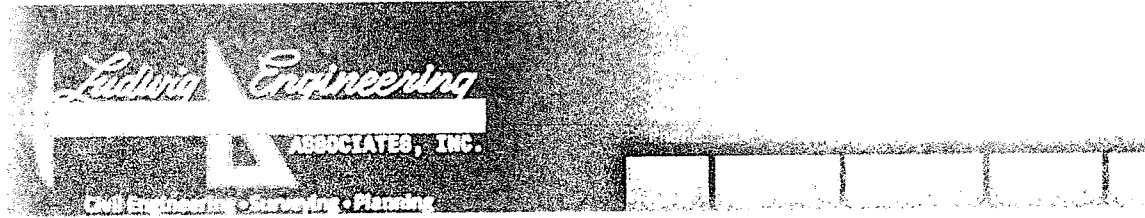
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Exhibit 3

Ludwig Engineering has been in existence since the 60s and their “employees” have been with them for over 15 years according to their website (ludwigeng.com). Taken from ludwigeng.com for informational purposes for this Court.



Ludwig Engineering was founded in 1964 by Glen L. Ludwig, a Registered Civil Engineer, with more than 58 years of civil engineering and surveying experience. Mr. Ludwig, President, and Jeff Ashbaker, Vice President, manage the firm on a daily basis. Mr. Ashbaker, a Professional Engineer and Land Surveyor Intern, has been with the firm for over 12 years and has been directly involved in most of the firm’s projects. Mehdi Azarmi, Vice President, is in the Arizona office of Ludwig Engineering. He is a graduate civil engineer and is responsible for business management and marketing in Arizona.

Ludwig Engineering is a multi-discipline civil engineering firm that serves both the private and public clients. Ludwig has the practical knowledge and technical expertise to develop civil engineering solutions that meet the needs and challenges of our clients’ projects. We give each project, large or small, the focused, personalized attention to each phase of the project from beginning to end required to create a quality project within the client’s time constraints and budget.

Part of the success of our firm is we have a very low employee turnover; our typical employee has worked for the firm for more than 15 years and some have been with us for 30 years. Thus, our team has developed a cohesiveness that complements our knowledge and technical expertise to our clients’ benefit.

Our commitment is to use our knowledge, experience, versatility and integrity to provide the highest quality and most economical solutions to our clients while holding to the highest technical, aesthetic and environmental standards.

Exhibit 4

AFFIDAVIT

Comes now, your affiant, ANN PETTIT, and upon her oath, states and alleges as follows:

1. That your affiant has been an Arizona licensed realtor continuously since 1984 and a licensed real estate broker continuously since 1988.

2. That your affiant has been actively pursuing her profession in the Bullhead City, Fort Mohave and Mohave Valley marketplace since 1984.

3. That your affiant, as the owner and broker of record at U.S. Southwest, has had over time multiple licensed associate real estate agents and/or associate brokers with U.S. Southwest, and there are currently 50 licenses directly associated with your affiant's three office locations all in accord with the attached **Exhibit A** to this Affidavit. U.S. Southwest is either the largest or certainly one of the largest real estate brokerage firms in Mohave County, Arizona.

4. That commencing in approximately 1990, your affiant has listed, either personally or with agents working in your affiant's offices, many undeveloped residential lots in Desert Lakes Golf Course & Estates, specifically including Tract 4076-B.

→ 5. That from at least the early 1990s, your affiant and your affiant's licensed realtors have advertised their client's unimproved and listed lots in all Desert Lakes Golf Course & Estates tracts, including Tract 4076-B, and consistently utilized the standard real estate sale signs, with and without riders, and posted the subject signs on our customers/clients' lots, all in conformity with other real estate office listings in the Desert Lake Golf Course & Estates area.

→ 6. That your affiant and affiant's office has for not less than 20 years last past utilized signs in many residential projects including most if not all of the various Desert Lakes Golf Course & Estates tracts, specifically including Tract 4076-B. The subject signage where the lot owner is a builder and/or developer who provides their "will build to suit" sign of appropriate size and your affiant's real estate firm provides a rider for additional contact information. Such signs including riders are within the standard regarding signage measurements allowed by applicable Mohave County or Bullhead City Code Ordinances. (See, **Exhibit B**, letter to Plaintiff from ADRE regarding signage issue being a Mohave County sign ordinance issue. See also, Mohave County's interpretation of Mohave County's ordinance **Exhibit C**.)

7. That during the entire time hereinabove referenced (1990-present), your affiant is aware of real estate firms having listed unimproved lots throughout the various Desert Lakes Golf Course & Estates subdivisions, including Tract 4076-B, have consistently advertised the listed lots availability by installing a standard real estate sign thereon.

8. That your Affiant is unaware of any objections to this process over the past approximate 30 years until July of 2019 when, amongst other things, a person by the name of Nancy Knight complained of this process to the Arizona Department of Real Estate who referred her to the Mohave County Ordinance Enforcement.

Affidavit of Ann Pettit (continued)

9. That your affiant attaches hereto examples of various unimproved lots in Desert Lakes Golf Course & Estates, including Tract 4076-B, that your affiant has been able to recover from past records dating back to 2003 that included signage located thereon. See **Exhibit D** attached.

10. That your affiant is aware that in 2009, the Arizona State Legislature passed a law prohibiting the enforcement of CC&R provisions that include sign restrictions and authorizing use of a standard size real estate sign not to exceed 18" x 24" along with a rider not to exceed 6" x 24" on all residential lots within the State.

11. That your affiant is and has been a member of the Bullhead City Planning & Zoning Commission and is familiar with general zoning and residential construction issues.

12. That your affiant has handled real estate transactions either as the real estate agent or agent's broker between 1984 and the present that have included a minimum of many unimproved residential lots, including many Desert Lakes Golf Course & Estates lots, specifically including Desert Lakes Golf Course & Estates Tract 4076-B.

13. That many of Desert Lakes Golf Course & Estates Tract 4076-B lots are in the range of 7,000 square feet, typically measuring 70 feet x 100 feet, and many 80 feet x 100 feet.

→ 14. That Mohave County is the permitting jurisdiction through its building and planning departments. The SDR (Special Development Residential) zoning in Tract 4076-B requires a front and rear yard setback minimum of 20 feet and side yard setback of 5 feet leaving a typical residential structure envelope of 60 feet x 60 feet for a 70 feet x 100 feet lot, and a 50 feet x 60 feet pad for a 60 feet x 100 feet lot.

→ 15. Mohave County regulations for SDR zoned properties allow the projection of a covered patio a distance of 50% of the applicable rear yard setback which in the case of Desert Lakes Golf Course & Estates Tract 4076-B would allow a covered patio to extend to within a distance of 10 feet from the rear yard property line.

16. That your affiant is of the opinion that should the owners of the remaining minimum number of undeveloped lots in Desert Lakes Golf Course & Estates Tract 4076-B be prohibited from building out their lots in accord with their typical neighboring existing homeowners, the value of these unimproved lots will be severely reduced and the remaining unimproved lots in Tract 4076-B will become much more difficult to market and the anticipated market value of these lots will be adversely affected.

17. That although your affiant has been actively involved in marketing real estate in the area of Desert Lakes Golf Course & Estates since the point in time of these subdivisions development, your affiant is unaware of any entity, person or association of any type that has been in existence over the past approximate three decades that reviews, approves, regulates, or oversees the construction of homes, improvements, architecture, design, plot plans, fencing, signage, size, setbacks, or any development issues of any type regarding Desert Lakes Golf Course & Estates Tract 4076-B other than the standard requirements attributable to Mohave County's Zoning Ordinance and the applicable Building Code adopted by Mohave County, currently International Residential Code (2012 Ed.).

Affidavit of Ann Pettit (continued)



18. That your affiant and the real estate sales community doing business in the geographical area of the various Desert Lakes Golf Course & Estates Tracts, including Tract 4076-B, have found that these properties, without an active homeowners association, are more desirable to many people and hence, have become more valuable in the marketplace. See Exhibit E attached.

Further, your affiant says that, this 27 day of October, 2019.

Ann Pettit
Ann Pettit

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 27 day of October, 2019, by Ann Pettit, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that she executed the same for the purpose therein contained.

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

Patricia L. Emond
Notary Public,
My Commission Expires: 12/31/2019

