

1 LAW OFFICES
2 DANIEL J. OEHLER
3 2001 Highway 95, Suite 15
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

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

8 NANCY KNIGHT,

9 Plaintiff,

10 vs.

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

18 Defendants.

NO.: CV-2018-04003

**DEFENDANTS' OPPOSITION
TO PLAINTIFF'S MOTION
FOR LEAVE TO AMEND
COMPLAINT FILED
SEPTEMBER 27, 2023**

17 COME NOW, Defendants GLEN LUDWIG and PEARL LUDWIG, Trustees of THE
18 LUDWIG FAMILY TRUST, FAIRWAY CONSTRUCTORS, INC., and MEHDI AZARMI,
19 (hereinafter referred to as the "LFA Defendants") by and through their attorney, the
20 undersigned, and submit this Response in Opposition to Plaintiff's seventh Motion for Leave
21 to Amend Plaintiff's Complaint filed herein on September 27, 2023, which alleges in Count
22 One - No Cause of Action; Count Two - Injunctive Relief - substantially the same as this
23 Count currently exists; Count Three - Violations of the CC&Rs generally before this Court
24 since 2018, however, Count Three now seems to be pointed exclusively at new proposed
25 Defendants Michael and Judy Rovno thereby possibly dismissing the LFA Defendants from
26 the covenant violation allegations excepting only Plaintiff's signage claims within Count
27 Two; Count Four - that attempts to bring before this Court fraud issues directed at newly
28 proposed Defendants Kukreja, 1043 Properties, LLC, Ludwig Engineering Associates, Inc.,

1 and Mohave County, a body politic. Finally, Count Five is an entirely new claim alleging
2 a purported violation of the Arizona Property Rights Protection Act embodied within the
3 provisions of A.R.S. §12-1134. Application of this statute is limited to the State of Arizona
4 or the political subdivision of this State that enacted the land use law. See, ¶A of §12-1134.
5 This statute specifically excludes “land use laws that: ... (7) were enacted before the effective
6 date of this section” (effective date December 4, 2006), and the claim must be filed within
7 three years of the effective date of the subject land use law (§12-1134(G)).

8 Here, Plaintiff’s lot was created through the actions of the Board of Supervisors
9 August 19, 2002, in conjunction with the Owner Developer on September 3, 2002, and the
10 Plat recordation in the Office of the County Recorder on September 13, 2002. Plaintiff’s
11 complained-of actions that took place at least by 2002 and long before December 4, 2006.
12 Therefore on its face, Count Five directed at Mohave County, a newly proposed Defendant,
13 cannot be held responsible under A.R.S. §12-1134. Similarly, the claim if otherwise would
14 be applicable is barred by the provisions of A.R.S. §12-1134(G). The claim “must be made
15 or forever barred within three years of the effective date of the land use law.” The date of
16 Mohave County’s last act was 2002 or earlier, meaning an action had to be filed by 2005.
17 The subject statute was not yet in place by 2005. Plaintiff’s efforts set forth in new Count
18 Five are futile.

19 Note in ¶85, Plaintiff attempts to allege that the issuance of a building permit by
20 Mohave County for a property line wall between Plaintiff’s residence and one of Plaintiff’s
21 next door neighbors is an applicable and therefore compensable event under A.R.S. §12-
22 1134. The subject controversy was the subject matter of Plaintiff’s litigation filed in
23 CV-2016-04026, or arguably dealing with this litigation CV-2018-04003 (filed January 22,
24 2018) - the action is barred at least as of January 23, 2021 under the restrictions of A.R.S.
25 §12-1134(G). Plaintiff’s filing of Count Five is futile and compounds the significant delay
26 and further injustices that will be incurred by the hundreds of Rule 19 parties that have been
27 drawn into the litigation as a result of Plaintiff’s attempted targeted enforcement of the
28 CC&Rs. Note that many of the newly proposed Defendants have recently been dismissed

1 in Plaintiff's Complaint pending in Yavapai County that included the proposed Rovno,
2 Kukreja and Mohave County Defendants herein, as well as multiple additional targeted
3 lot/residence owners within the three residential Tracts 4076-B, 4076-D and 4163.

4 Rule 15, Arizona Rules of Civil Procedure, permit a party to amend its complaint
5 either by leave of court or by written consent of the adverse party. The Rule requires that
6 leave shall be freely given as justice requires. The application of Rule 15, ARCP, has been
7 found in a multitude of Arizona cases including Haynes v. Syntek Finance Corp., 184 Ariz.
8 332, 336; 909 P.2d 399, 403 (App. 1995). Arizona's case law position regarding Rule 15,
9 ARCP, while being liberally allowed (see, Owen v. Superior Court, 133 Ariz. 75, 79, 642
10 P.2d 278, 282 (Ariz. 1982)), in the instance before this Court, the weight is clearly in favor
11 of the opposing Defendants. Plaintiff's seventh amendment request is untimely, fully futile
12 and, most importantly will result in significant delay and will cause and require hundreds of
13 Rule 19 parties to be removed and transferred to an out-of-County court that would be
14 mandated should Mohave County be included as a Defendant.

15 No fewer than six Motions for Leave to Amend have been filed prior to this the
16 seventh and pending Motion filed on September 27, 2023. Each and every one of the
17 proposed Amended Complaints have been denied. Today's version of the Plaintiff's
18 Amended Complaint remarkably includes most all of Plaintiff's previously proposed and
19 failed pleading. An expedited review of Plaintiff's May 2, 2018 Motion to Amend
20 Complaint, Plaintiff's October 22, 2018 Motion to Amend Complaint, the June 19, 2019
21 Motion to Amend Complaint, the September 4, 2020 Motion to Amend Complaint, the April
22 12, 2021 Motion to Amend, the September 29, 2022 Motion to Amend Complaint, and
23 finally today's September 27, 2023 Motion to Amend Complaint, reveal to a large extent that
24 Plaintiff reiterates most if not all of the fact allegations as well as the various counts such as
25 breach of contract flowing out of the alleged violations of various sections of the Codes,
26 Covenants and Restrictions (CC&Rs) that were recorded against the real properties that
27 comprise Tract 4076-B of the Desert Lakes Golf Course & Estates subdivision consisting of
28 Tract 4076-B, Tract 4076-D and Tract 4163.

1 The most recent proposed Amended Complaint includes on its face the herein
2 answering LFA Defendants along with newly proposed Defendants Rovno, Sanaye,
3 Jamnejad, Kukreja and Ludwig Engineering Associates, Inc., and finally, Mohave County.

4 To examine the above new issues raised in the 2023 proposed Amended Complaint,
5 one might turn to yet another Complaint that has recently been dismissed and that was filed
6 by the Plaintiff in Mohave County and ultimately transferred to Yavapai County as Plaintiff
7 included Mohave County as a Defendant filed on December 27, 2021, Case No.
8 P1300CV202200177 (hereinafter referred as the “Yavapai Case”). Shortly after the original
9 filing, on January 10, 2022, Plaintiff filed an application to amend the Yavapai County
10 Complaint. A review of the Defendants in the Yavapai Case initiated by Plaintiff Knight
11 reflect the following coincidental Defendants that Plaintiff now wishes to bring before the
12 Mohave County Court. The Yavapai named Defendants consist of, of course, the LFA
13 Defendants, and proposed Defendants Michael and Judy Rovno, Siavosh Sanaye, Ludwig
14 Engineering Associates, Inc., Sunil Kukreja, Mohave County and multiple other targeted
15 Defendants. On October 5, 2023, all parties were dismissed in the Yavapai Case some eight
16 days subsequent to Plaintiff’s again attempting to initiate litigation against some of the
17 various individual property owners, developers, engineering firms, and Mohave County.
18 Interestingly, Plaintiff seeks to re-engage many of the Yavapai Defendants including Mohave
19 County in the matter before this Court.

20 Today, Plaintiff is merely once again attempting to take a second bite at the apple
21 despite the fact that under this Court’s ruling, each and every lot owner in the affected and
22 impacted tracts of Desert Lakes Golf Course & Estates subdivision Tract 4076-B, Tract
23 4076-D and Tract 4163, have been determined to be ARCP Rule 19 indispensable and
24 necessary parties and to whom Plaintiff has been ordered to join the pending litigation and
25 to which an initial service deadline is rapidly approaching - November 2, 2023.

26 Counts Two and Three have been argued *ad nauseum* in the existing litigation and
27 turn exclusively on the enforceability of the CC&Rs that were imposed as a result of the
28 recordation of Desert Lakes Golf Course & Estates Tract 4076-B and whether the Covenants

1 recorded with the subject Plat are no longer enforceable and have been abandoned.

2 Counts Four and Five of the 2023 proposed Amended Complaint appear to be couched
3 in a claim of fraud which also has been ruled upon by this Court as not applicable to the
4 matters before this Court and Plaintiff's prior demands to amend Plaintiff's Complaint and
5 pursue fraud claims have previously been denied.

6 This leaves the Plaintiff with a purported claim directed exclusively at Mohave
7 County, a body politic, which in the Yavapai litigation was attempted without success and
8 Plaintiff's claim therein has been fully dismissed.

9 Counts Four and Five are generally new issues being claimed in Plaintiff's 2023
10 proposed Amended Complaint. Count Four discusses fraudulent zoning by an individual
11 named Kukreja apparently an officer in the limited liability company that owned and
12 developed Plaintiff's subdivision and that were dismissed parties in Plaintiff's Yavapai
13 litigation, the acts in question occurring more than 20 years past and in some instances more
14 than 33 years ago. (See, Plaintiff's ¶¶78, 80 and 81.)

15 Herein Plaintiff attempts not only to bring before this Court a new proposed party
16 Mohave County, but also a new proposed Defendant Ludwig Engineering Associates, Inc.,
17 an entity that did not exist even informally until 2009 in Arizona and formally incorporated
18 in California in 2011 (see, **Exhibit A**) some approximate 10 years after Plaintiff's
19 subdivision had been completed by the owner developer and approximately one year after
20 Plaintiff purchased Plaintiff's residence in February 2010 (see, Plaintiff's Deed, **Exhibit B**).
21 See also, the LFA Defendants' memoranda on this issue electronically filed herein on June
22 23, 2023, titled "Defendants' Response to Plaintiff's Motion for Attorney Oehler to State a
23 Claim of Abandonment Pursuant to Rule 12..." that addresses this same fictitious issue being
24 raised once again by Plaintiff in furthering Plaintiff's efforts to intentionally mislead the
25 Court.

26 The project engineer does not create a subdivision. The developer/owner directs the
27 engineer on what he/it wants to develop and where. The engineer draws up the plan and
28 validates the function of water flow, street location, compliance with state, county and

1 federal standards, delivers the same to the developer/owner who then meets with the
2 controlling jurisdiction, in this instance Mohave County Planning Department and its review
3 Board, submits to the Staff that they make recommendations to the Board of Supervisors
4 where approval or denial is entered.

5 Note also that Defendant Fairway built approximately 9% of the approximate 181
6 homes located in the three subdivisions involved in Plaintiff's litigation between the early
7 1990s and today and have never built a single residence in Plaintiff's Tract 4163. See
8 Affidavit of Defendant Mehdi Azarmi dated November 15, 2019, previously filed herein in
9 Defendants' Motion for Summary Judgment filed on December 6, 2019, attached hereto as
10 **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 LFA 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**). Plaintiff knows full well Ludwig Engineering Associates limited
9 liability company didn’t exist when Tract 4163 was subdivided yet today Plaintiff seeks to
10 add this entity as a Defendant. This reflects the bad faith that Plaintiff continuously
11 expresses and in and of itself triggers as obvious and blatantly obvious legitimate request for
12 imposition of A.R.S. §12-349 fee awards as well as recognized basis to deny the request
13 before this Court.

14 Because a person is an officer of a corporation or limited liability company does not
15 make that person liable personally if in fact the limited liability company or corporate entity
16 allegedly violates some regulation or ordinance. Jamie Diamond is not personally liable as
17 a result of a foreclosure undertaken by JP Morgan Chase Bank that initiated a foreclosure
18 against a borrower for allegedly failing to make a loan payment. The bank may be
19 determined to be in the wrong, but other than in exceptional circumstance, an officer of the
20 bank corp is not going to be personally liable. Plaintiff simply ignores the substance or
21 existence of corporate law, procedure, etc., refusal to acknowledge the distinction between
22 a corporation and an individual and targets those persons or entities that Plaintiff dislikes.

23 Plaintiff’s efforts at bringing in the new parties, Ludwig Engineering & Associates,
24 Inc., Mohave County and Kukreja are futile and would result in major delays and hardship
25 to all the potential ±500 individuals already involved or to become involved in this litigation.

26 Count Five can only be directed at the new proposed Defendant Mohave County and
27 for the reasons set forth hereafter once again fits squarely in the cross hairs of futility and
28 months if not years of additional litigation and delays. The statute simply is inapplicable to

1 the facts, timing and matters before this Court.

2 It is unquestioned as previously mentioned that a party may amend their pleadings
3 only at the discretion of the Court and after and if the Court grants leave for such an
4 amendment. Rule 15 ARCP. It is also the unquestioned law that amendments are to be
5 allowed liberally. See, MacCollum v. Perkinson, 185 Ariz. 179, 185, 913 P.2d 1097, 1103
6 (App. 1996). The MacCollum Court of Appeals case states further that an amendment
7 should not be granted in a situation where the Court finds that the requested amendment
8 results in undue delay in the request, bad faith, undue prejudice or futility in the amendment.
9 See, MacCollum, supra, at 185, 1103. Plaintiff's claims would appear to be time limited
10 under the provisions of the statute (A.R.S. §12-1134). Whether Plaintiff's new claims are
11 futile is not necessarily the required finding by this Court. Rather, the probability of futility
12 combined with the confusion and significant enlargement, delays, confusion, would also
13 occur and of course the real reason behind Plaintiff's action is to force the removal of the
14 case from Mohave County Superior Court by including Mohave County as a Defendant. The
15 delay to this litigation would be significant as would the impact on every one of the new
16 500± Rule 19 lot owners who would be required not only to join but also report to some out-
17 of-County Superior Court.

18 Indeed, Plaintiff's requests for relief and demands for judgment are futile and beyond
19 that which the Court under any circumstance should grant. In addressing these issues, the
20 Arizona Court of Appeals, as recently as 2017 in Twin City Fire Insurance Company v. Leija,
21 403 P.3d 587 (Ariz. App. 2017), not only cited Timmons, supra, but also found that the
22 Superior Court did not abuse its discretion in denying a motion to amend in stating:

23 "Although mere delay may not justify denial of leave to amend,
24 notice and substantial prejudice to the opposing party are critical
25 factors in determining whether an amendment should be
26 granted. Owen v. Superior Court, 133 Ariz. 75, 79, 649 P.2d
27 278, 282 (1982) (quoting Hageman v. Signal L.P. Gas, Inc., 486
28 F.2d 479, 484 (6th Cir. 1973)). '[P]rejudice is 'the
inconvenience and delay suffered when the amendment raises
new issues or new parties into the litigation.' Spitz v. Bache &
Co., Inc., 122 Ariz. 530, 531, 596 P.2d 365, 366 (1979) (quoting
Romo v. Reyes, 26 Ariz.App. 374, 376, 548 P.2d 1186 (1976)."
Twin City Fire Ins. Co., supra, at p. 595.

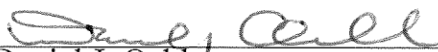
1 Clearly, new issues are being raised and new parties are proposed by the Plaintiff's
2 Amended Complaint. As stated by Walls v. Arizona Department of Public Safety, 170 Ariz.
3 591, 826 P.2d 1217 (Ariz. App., 1991), the Arizona Court of Appeals in dealing with a
4 previously entered summary judgment followed by a request to amend the pleadings, the
5 Court found:

6 "On this same issue, the court in Eria v. Texas Eastern
7 Transmission Corp., 377 F.Supp. 344, 345 (E.D.N.Y. 1974),
8 stated as follows: 'While it is true that leave to amend a pleading
9 is usually freely given, ... if the amended pleading could be
10 defeated by a motion for summary judgment, [the court's]
grant[ing] [of] leave to amend would be a futile gesture.'
Therefore, the trial court did not abuse its discretion in denying
Walls' leave to amend his complaint." Walls, supra, at p. 1223.

11 Defendants are entitled to and should be awarded in accordance with the provisions
12 of A.R.S. §12-341.01 and A.R.S. §12-349, as well as the provisions of A.R.S. §12-3201 their
13 actual attorney fees and costs incurred in preparing this objection to the seventh Motion for
14 Leave to Amend that has been generated by the Plaintiff in this action.

15 RESPECTFULLY SUBMITTED this 11th day of October, 2023.

16 LAW OFFICES OF DANIEL J. OEHLER

17 
18 Daniel J. Oehler,
Attorney for Defendants

19 **COPY** of the foregoing emailed
this 11th day of October, 2023, to:

20 Honorable Dale P. Nielson
21 Navajo County Superior Court
22 Post Office Box 668
23 Holbrook, Arizona 86025
(928) 524-4220
Katelin Lerma, Judicial Assistant
kalerma@courts.az.gov

24 Plaintiff
25 Nancy Knight
26 1803 E. Lipan Circle
27 Fort Mohave, Arizona 86426
28 (928) 768-1537
nancyknight@frontier.com

By: 
Patricia L. Emond, Legal Assistant

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

Opposition to Motion for Leave to Amend Complaint

List of Exhibits

<u>Exhibit</u>	<u>Description</u>
A	Ludwig Engineering Associates was formed in Arizona in 2009
B	Plaintiff's Deed
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

Knight v. Ludwig, et al.
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Opposition to Motion for Leave to Amend

EXHIBIT A

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

Legislator-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 (/)

(/)

Facebook (<https://www.facebook.com/Arizona-Board-of-Technical-Registration-568647689925209/>)

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](#)

(<https://www.google.com/maps/place/1110+W+Washington+St+%23240/@33.448729,-112.087487,17z/data=>

72b122ef1894)

Knight v. Ludwig, et al.
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Opposition to Motion for Leave to Amend

EXHIBIT B

Security Title Agency

Recorded at the request of:
Security Title Agency

When recorded, mail to:
William R. Knight and Nancy L. Knight
41650 Knight Dr.
Murreta, CA 92562

FEE #2010010404

OFFICIAL RECORDS OF MOHAVE COUNTY
CAROL MEIER, COUNTY RECORDER
02/24/2010 03:13 PM Fee \$16.00
PAGE: 1 of 5

Escrow No.: ST09019621-ST48

Space above this line for Recorder's Use

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

The Bank of New York Mellon Trust Company, National Association as grantor trustee of the Profitum Master Grantor Trust

does hereby convey to

William R. Knight and Nancy L. Knight, husband and wife

the following real property situated in Mohave County, Arizona:

See attached Exhibit "A"

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: January 26, 2010

The Bank of New York Mellon Trust Company, National Association as grantor trustee of the Profitum Master Grantor Trust

Hariko Colston
Assistant Secretary

BY: Barclays Capital Real Estate, Inc. a Delaware Corporation DBA HomeEq Servicing, Attorney In Fact

NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED

State of _____

County of _____

The foregoing document was acknowledged before me this _____ day of _____

by _____

(Sba)

Notary Public

State of California)
County of Sacramento) ss.
JAN 29 2010

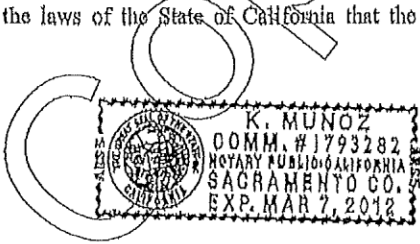
K. Munoz

On _____ before me, _____ Notary Public,
personally appeared Noriko Colston, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature


K. Munoz



Unofficial

Escrow No.: ST00010621-ST48

ACCEPTANCE OF JOINT TENANCY

William R. Knight and Nancy L. Knight each state that:

We are the Grantees, Mortgagees or Beneficiaries named in the certain Special Warranty Deed which is dated January 26, 2010.

LOTS 6 AND 8, OF DESERT LAKES GOLF COURSE AND ESTATES UNIT "E", TRACT NO. 4103, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 18, 2002 AT FEE NO. 2002-62000, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.

EXCEPT THEREFROM, ALL COAL, OIL, GAS AND MINERAL DEPOSITS, AS RESERVED IN BOOK 98 OF DEEDS, PAGE 73.

Each of them, individually and jointly as such Grantees, declare that it is their intention to accept the conveyance and acquire all interest in the real property as joint tenants with right of survivorship and not as a community property estate and not as tenants in common.

By the execution and delivery of this "Acceptance of Joint Tenancy" they direct and authorize Escrow Agent to attach this "Acceptance of Joint Tenancy" to the deed upon its execution and delivery and to record this "Acceptance of Joint Tenancy" together with the deed.

Dated: February 2, 2010

William R. Knight

William R. Knight

Nancy L. Knight

Nancy L. Knight

NOTARY ACKNOWLEDGMENT(S) TO ACCEPTANCE OF JOINT TENANCY

State of _____

County of _____

The foregoing document was acknowledged before me this _____ day of _____

by _____

(Seal)

See attached

Notary Public

Acceptance of Joint Tenancy
FDZ20201.rdw

Unofficial

ACKNOWLEDGMENT

State of California
County of Riverside

On 2/18/10 before me, K. Shirey Notary Public
(Insert name and title of the officer)

personally appeared William R Knight Nancy L Knight
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Shirey (Seal)



Unofficial

EXHIBIT "A"

LOTS 8 AND 9, OF DESERT LAKES GOLF COURSE AND ESTATES UNIT "E", TRACT NO. 4183,
ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 13, 2002 AT FEE NO. 2002-62000, IN THE
OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.

EXCEPT THEREFROM, ALL COAL, OIL, GAS AND MINERAL DEPOSITS, AS RESERVED IN BOOK 98 OF
DEEDS, PAGE 79.

Unofficial Copy

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

Opposition to Motion for Leave to Amend

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, inflated 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).

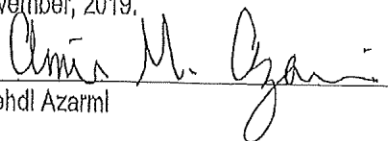
7. Your affiant further became aware that no specific type of fencing in particular on golf course rear yards had been placed into practice and concrete block, wire, steel/wrought iron of various height, shape and color had been used and in some instances owners utilized at least in part chain link fencing. 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 15th day of November, 2019.


Mehdi Azarmi

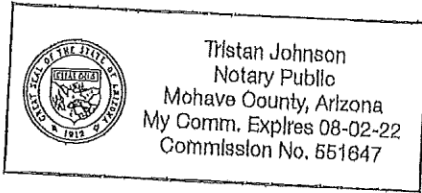
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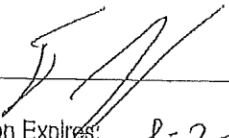
Affidavit of Mehdi Azarmi (continued)

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 Acaacia 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 18" 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

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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 record 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
	\$200.00 TOTAL

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, INC.
SONAVI COUNTY, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 10th day of December, 1969, by DESERT LAKES GOLF COURSE & ESTATES, INC., a corporation, as hereinafter, under trust No. 1000, hereinafter designated "the Declarant" which holds the land hereinafter referred to as the subject for the benefit of DESERT LAKES DEVELOPMENT L. P., a Delaware Limited Partnership.

WHEREAS, the Declarant is the owner of certain LAKES GOLF COURSE & ESTATES, TRACT 4076-B, County of Mohave, State of Arizona, as per plat thereof recorded on the 17th day of November, 1969, at pag No. 2761002, and

WHEREAS, the Declarant intends to sell, lease 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 purchasers and/or lessees of the lots in said tract.

NOW, WHEREFORE, 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 made and does hereby fix the protective conditions upon and subject to which the lots, parcels and portions of said tract and all interests therein shall be held, leased or sold and/or conveyed by the owners or lessees thereof, each and all of which is and are for the mutual benefit of the lots in said tract and of each other thereof; and shall run with the land, and shall inure to and benefit each lot and parcel of land in said tract, and shall apply to and bind the respective successors in interest thereof, and they 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 date of the subdivision 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 assuming 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 PASHANTZHO AND SWERLING VANDER WELD such time as ninety percent (90%) of the lots in Tract 1076-B have been sold by Developer, 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 4080 Foxe Mojave, Arizona 86427. Any and all resolutions during such period shall be filed on designation by DEBBIE LAKES DEVELOPMENT L. P.

No building, porch, fence, patio, ramp, 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 \$10,000.00 (Ten Thousand Dollars) 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 IX

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 twenty (20) 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 Block 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 minimum dimensions of no less than twenty (20) feet; (vi) all roof visible from ground level at any point within Block 4076-B as this exposed visible surface, clay, concrete or ceramic tiles, gutters or equal as may be approved by the Committee on Architecture; (vii) tempered glass in all windows facing highways and driveway range lanes.

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, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, and 81, Block 4076-B shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from the side property lines. All buildings and projections thereon on all other lots of Block 4076-B, being those lots adjacent to the golf course shall be constructed not less than twenty feet (20') back from the front and rear property lines and five feet (5') from the side property lines.

7. Lots 78 through 81, Block 4076-B shall not have driveway access to Mountain View Road as shown on the plat, as the same may be, but rather shall have driveway access from the front or rear (20') access easement as depicted on the plat. No automobile, motorcycle, bicycle or other vehicles shall be parked in such access easement.

8. Ranges and walls shall not exceed six (6) feet in height and shall not be constructed in the street and back area (being twenty feet (20') from the front property line). Ranges and

walls visible from the street shall be decorative and shall not be of wire, chain link, or wood or lattice with painted wire, except that on all lots adjacent to highway lots the same fences shall be of wrought iron or steel or for a total fence height of five feet (5) a black or dark brown shall continue along the side lot line for a distance of at least ten (10) feet. Access to the yard down from lots adjacent to the lot to which is prohibited.

No individual water supply system (private well) shall be permitted on any lot in the subdivision.

14. 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 kept or leashed at all times.

15. No lot shall be used or allowed to be used in such condition as to depreciate the value of adjacent property. No weeds, undesirable vegetation, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lots. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owner, purchaser, or the mortgagee 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.

16. No sign, advertisement, billboards or advertising structures of any kind shall be erected or allowed on any of the improved lots, and no signs shall be erected or allowed to remain on any lots, (included on this list) provided, however, that all other may be placed on the improved lot for sale signs, "For Lease" signs or "For Rent" signs so long as they are of reasonable dimensions.

17. All sanitary conveniences shall be 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, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

18. The storage of explosives, damaged or junk motor vehicles and appliances and oil tanks, landscaping implements, household appliances, machinery or machinery parts, trailers, boats or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic value of the property shall be so placed and stored as to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line or require collection days for a period not to exceed twelve hours prior to pickup.

19. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of the 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.

20. No person shall use any premises in any land use area which is designated, 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 "H" hereof. Multiple

Family dwellings, including apartments, town houses and patio homes are expressly forbidden.

17. None of the premises shall be used for other than residential purposes or for any of the following: storage yards, garages, carwashes, manufacturing or industrial purposes, produce packing, slaughtering or eviscerating of animals, food, fish or other processing, abattoirs or the rendering of any animal, kenneled or house or other animal, livestock, poultry, boarding, cotton ginning, milling, wool crushing, or any use or purpose whatsoever which shall increase the noise, vibration or other disturbance located upon the premises or which shall generate, give off, discharge or emit any objectionable, excessive odors, fumes, gases, noise, vibrations or glare or light which may constitute a health nuisance or public or private nuisance to the detriment of the owner or occupants 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 seventy-five (75) years from the date hereof. Nevertheless, 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 or all of the property then subject to these conditions, restrictions and conditions herein to the contrary, prior to the expiration hereof. Said 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. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

20. If there shall be a violation or threatened or attempted violation of any of the covenants, conditions or restrictions, it shall be lawful for the Board of Directors 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 to enforce 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 to comply with or 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 made on record.

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

and in the event that one or more of the provisions herein shall be invalid or should operate to render this agreement invalid, such agreement shall be construed as if such invalid phrase or phrases, sentences or sentences, clauses or clauses, paragraphs 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 rules 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 survivors of Benett Lakes Development or twenty-one (21) years after the death of the last survivor of all of said predecessors situated or residing in the State of Arizona at the time this instrument is executed, whichever is the later.

21. 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 equally to corporations or individuals, men or women shall in all cases be assumed as though in such case fully expressed.

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

Uses Permitted:

Single Family Dwelling and accessory structures and uses normally incidental to single family residences, mobile homes, manufactured homes and premanufactured homes prohibited.

LAWYERS TITLE AGENCY, INC.,
 as witness

BENNETT LAKES DEVELOPMENT, L.P.
 A Partnership Limited Partnership

Mrs. [Signature]

By *[Signature]*

Title: Trust Officer

STATE OF ARIZONA
 COUNTY OF MOHAVE

ss

On this 1st day of December, 1990, 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 02, 1991

[Signature]
 Notary Public



STATE OF ARIZONA
COUNTY OF MOHAVE

On this, the 6th day of December, 1939 before me, the undersigned officer, personally appeared FRANK P. BASSANTINO, Secretary of LAGO INDUSTRIES, INC., who acknowledged himself to be a certain party to a certain instrument, a Deed with Limited Partnership, and that he, as such, instrument being authorized, authorized, executed the foregoing instrument for the purpose 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 May 10, 1940

Frank P. Bassantino
Notary Public



FRANK P. BASSANTINO

PROOFED

Frank P. Bassantino

RECORDED IN OFFICIAL RECORDS
OF MOHAVE COUNTY, ARIZONA
DEC 13 '39 10 00 AM
M. J. [unclear] County Recorder
Res. [unclear] [unclear]

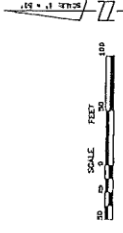


Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

Opposition to Motion for Leave to Amend

EXHIBIT D

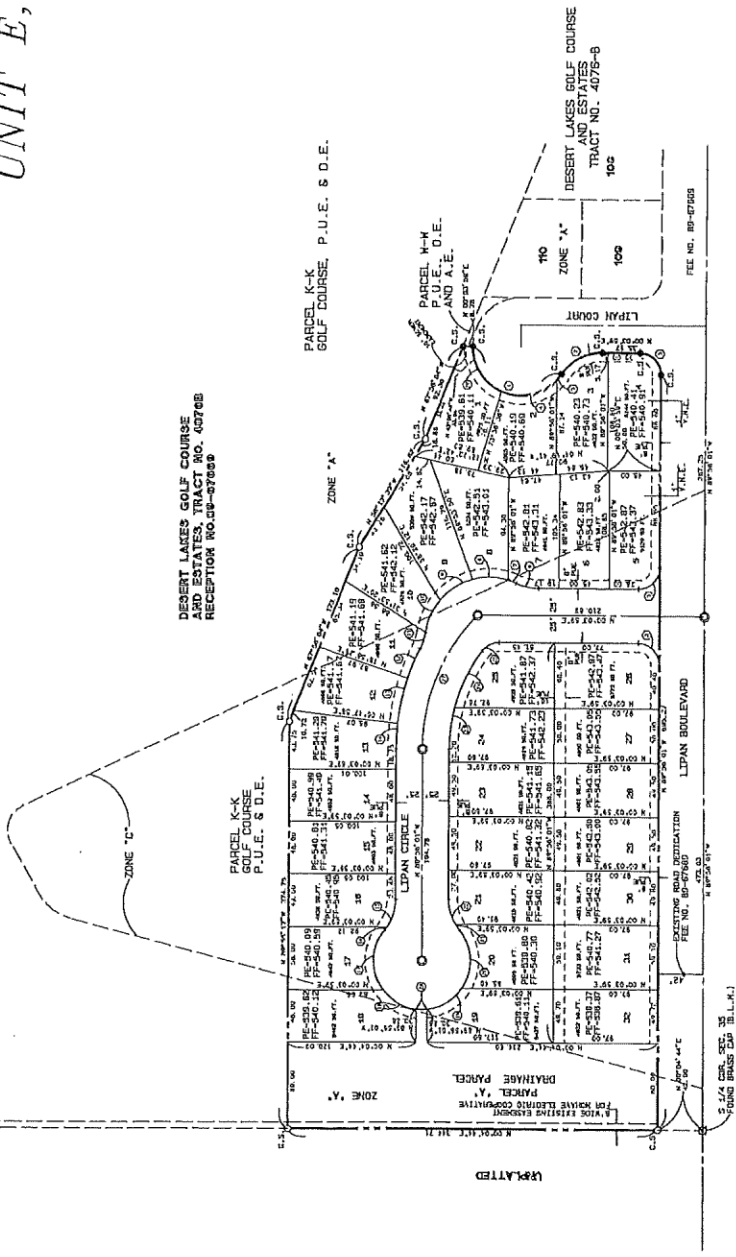
DESERT LAKES GOLF COURSE AND ESTATES, UNIT E, TRACT NO. 4163



LEGEND

- SUB-SURFACE 1/2" REBAR WITH UNASS SURFACE DIMS.
- R.L.S. 14204 TO BE SET
- 1/2" REBAR WITH TAG MARKED R.L.S. 14208 TO BE SET
- FOUND MONUMENT FOR FINAL PLAT DESERT LAKES GOLF COURSE AND ESTATES TRACT NO. 4163 OF THE INDIAN COUNTY RECORDS WITH OTHER MARKED 20075
- FOUND MONUMENT FOR R/O 3 PAGE 30
- LOT CORNER
- INDICATES CORNER OF SUBDIVISION
- INDICATES FINISH FLOOR ELEVATION
- INDICATES FINISH FLOOR ELEVATION
- INDICATES FINISH FLOOR ELEVATION
- INDICATES PUBLIC UTILITY EASEMENT
- INDICATES VEHICULAR NON-ACCESS EASEMENT
- INDICATES ACCESS EASEMENT

NOTES
 1. ALL LOT CORNERS TO BE ADJUSTED WITH 1/2" REBAR AND TAG MARKED R.L.S. 14208
 2. ALL DIMENSIONS ARE IN FEET



DATE OF PREPARATION
 AUGUST, 2001

PREPARED BY: LUDWIG ENGINEERING
 169 E. THIRD STREET
 SAN BERNARDINO, CALIFORNIA, 92410
 (951) 864-1027
 SHEET 2 OF 2

BASE FLOOD ELEVATION = 527.0 MARIATE COUNTY DATUM

CURVE DATA			
NO.	DATA	LENGTH	TWOPOINT
1	527.0	100.00	527.00
2	527.0	100.00	527.00
3	527.0	100.00	527.00
4	527.0	100.00	527.00
5	527.0	100.00	527.00
6	527.0	100.00	527.00
7	527.0	100.00	527.00
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100	527.0	100.00	527.00

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

Opposition to Motion for Leave to Amend

EXHIBIT E

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

Facebook (<https://www.facebook.com/Arizona-Board-of-Technical-Registration-568647689925209/>)

[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

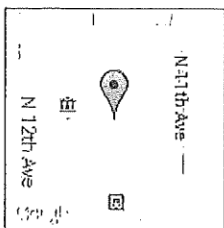
Phoenix, AZ 85007

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.
Mohave County Superior Court
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Opposition to Motion for Leave to Amend


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](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)