

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

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MIRYAN TINNELL
SUPERIOR COURT CLERK

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 and

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

20 Defendants.

Case No.: CV 2018-04003

**PLAINTIFF'S MOTION FOR
LEAVE TO AMEND COMPLAINT**

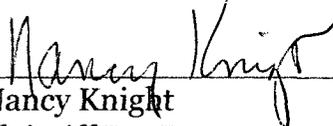
**NEW EVIDENCE FOR
SETTING ASIDE
MSJ RULINGS AND ORDERS**

**Division II
Honorable Derek Carlisle**

21 Pursuant to Rule 15(a), Arizona Rules of Civil Procedure, Plaintiff Pro Per Nancy
22 Knight (hereinafter "Plaintiff") moves for leave to amend Complaint and moves for an
23 Order authorizing the filing of an Amended Complaint in this matter. The proposed
24 Amended Complaint, in the form required by Rule 15(a)(2), is attached hereto for the
25 Court's review. This Motion is supported by the accompanying Memorandum of Points
26 and Authorities, attached hereto and incorporated herein by this reference, Exhibits, and
27 the Court's file in this matter.
28



1 RESPECTFULLY SUBMITTED this 22nd day of October, 2018

2
3 
4 Nancy Knight
5 Plaintiff Pro Per

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 Rule 15(a), ARCP, provides, "Leave to amend shall be freely granted when justice
8 so requires." Thus, "amendments to pleadings shall be liberally granted." *Dewey v.*
9 *Arnold*, 159 Ariz. 65, 68, 764, 2d 1124, 1127 (App.1988). In *Owen v Superior court*, 133
10 Ariz. 75, 649 P. 2d 278 (1982), the Arizona Supreme Court held, "to justify denial of the
11 motion [to amend] there must be undue delay, bad faith, dilatory motive, repeated failure
12 to cure deficiencies by previous amendments or undue prejudice to the opposing party."
13 *Id.* At 79 (inner citations omitted).

14
15
16 In the present matter, none of the reasons for denying an amendment to the
17 Complaint exists. The primary purpose for amending the Complaint in this matter is to
18 bring forth new evidence in support of the Plaintiff's full rights to enforce Covenants,
19 Conditions, and Restrictions (hereinafter "CC&Rs") in her entire Desert Lakes Golf
20 Course and Estates Subdivision Tract 4076 (hereinafter "Desert Lakes Subdivision").
21

22
23 On April 2, 2018, after the Court had reviewed the Defendant's Motion to Dismiss
24 claiming the Plaintiff had no rights whatsoever, and after reviewing numerous responses,
25 replies and exhibits, the Court ordered Oral Arguments for a Summary Judgment. The
26 Court ruled that the Plaintiff had standing to prosecute this action but only for Count 2
27 and only for the phase of development known as Tract 4076-B. The Defendant had
28

1 argued that no master plan existed and argued against the Plaintiff's "one subdivision"
2 claim. The problem with the findings of the Court was that the zoning history of the
3 project and the owner of the land that created the master plan for the final plat was not
4 known at the time nor was there evidence of the one subdivision name of "Desert Lakes
5 Golf Course and Estates, Tract 4076". The original creator of the project was assumed to
6 be Desert Lakes Development L.P. based on this Developer's Tract CC&Rs for phases of
7 development within the whole Desert Lakes Subdivision.
8
9

10 The Plaintiff argued that Desert Lakes was one Subdivision and as such she should
11 be entitled to full prosecution rights in all Tracts however in the absence of the history of
12 the project, that took some time to research and obtain from Mohave County Planning
13 and Zoning, the Court had limited information on which to base a decision.
14

15 It is the zoning history that reveals the evidence for the Plaintiff's "One
16 Subdivision" and "Master Plan" as argued in Oral Arguments that the Defendants
17 refuted. The Plaintiff now asks the Court to grant the Plaintiff Leave to Amend
18 Complaint to restore her prosecution rights. The evidence, received by the Plaintiff from
19 Mohave County Planning and Zoning on October 6, 2018, will show Desert Lakes Golf
20 Course and Estates Tract 4076 is "One Subdivision" and the Master Plan that added a
21 portion of Section 36 cleared the way for the "One Subdivision Tract 4076".
22
23

24 History of the Project and Zoning Changes

25
26 On January 14, 1987 Mohave County Planning and Zoning (hereinafter "P & Z")
27 heard a zoning change request on behalf of Tierra Del Rio of Mohave, apparently the
28 original owner of much of the land for what was called at the time the "Desert Lakes

1 Subdivision” which was defined as the E1/2 of Section 35, Township North, Range 22
2 West, located in the South Mohave Valley area. On October 12, 1988, P & Z
3 unanimously recommended all lots be zoned Single Family Residential/Mobile Homes
4 Prohibited, an undefined Parcel _____ be zoned Multiple Family Residential/Four Acre
5 Minimum Lot Size, and that the golf course and club house parcels are intended for the
6 use and purpose depicted in the final plat. The Board, on November 1, 1988, approved
7 the zone change as recommended by P & Z for the “Desert Lakes Subdivision”.
8

9
10 A subsequent owner, Bella Enterprises Inc., on October 12, 1988 added the SE1/4
11 of Section 36 to the project, made additional zoning changes, and entitled the project
12 “Desert Lakes Golf Course and Estates, Tract 4076”. The Master Plan consisted of
13 roughly 305 acres subdivided into 707 single family residential lots/mobile homes
14 prohibited, and Parcels R-M (unknown locations on the map) as Multiple Family
15 Residential. According to Christine Ballard, P & Z Manager, this rezone cleared the way
16 for “Desert Lakes Golf Course and Estates, Tract 4076” and a final plat showed a
17 multiple family parcel as VV. Sewage disposal, for the Master Plan, was to be handled on
18 a five acre parcel adjoining this subdivision.
19
20
21

22 Another rezoning occurred between November 8, 1989 and December 4, 1989 by
23 Frank Passantino, CEO of Desert Lakes Development L.P. for “Desert Lakes Golf
24 Course and Estates, Tract 4076” to rezone existing single family and multiple family to
25 Special Development Residential (S-D) with Specific Setback Requirements for all lots
26 to 20 feet based on the CC&Rs presented - a change from the County code of 25 feet.
27 The resolution stated that, “The owner accepts whenever S-D zone is granted, each phase
28

1 or stage of development of building proposals shall be submitted to the planning staff, to
2 be evaluated and compared to the original plan before any permits may be granted.”

3
4 Note: This planning evaluation by staff is the reason Azarmi was denied his setback of 10
5 feet for the Robert’s home and why he and Mr. Roberts circumvented P&Z and got a
6 variance from the Board of Adjustment.

7
8 On May 3, 1993 resolution 93-122 was approved setting forth the approval of
9 amendments to clarify rezoning resolutions approved in Res. 89-116 (above), that
10 established SD/R zoning for “Desert Lakes Subdivision Tract 4076” by including specific
11 setback requirements for all lots, as outlined herein which cited Article 6 of the CC&Rs.
12 No separate pleading was cited in Resolution 93-122 for each individual CC&R
13 Declaration for the subdivided lots within phases of development. It was a blanket
14 approval for the entire Desert Lakes Subdivision Tract 4076.
15

16
17 A rezone of Parcel VV in 1998 by Sterling Varner is unclear as to why it was to be
18 a change from Agricultural Residential to single family as this was never the designation
19 for Parcel VV. Whatever the history of the zoning for Parcel VV, it brought this parcel
20 into compliance with the CC&Rs for multiple family residential prohibited and
21 subdivided the Parcel into 32 lots and established a 10 foot rear yard setback for all 32
22 lots (Res. 98-348).
23

24
25 A preponderance of evidence exists in this zoning history to prove Desert Lakes
26 Golf Course and Estates is “one subdivision” known as Tract 4076 and was a “Master
27 Planned Community” complete with a private sewer treatment plant. **Exhibit 1** -
28

1 Christine Ballard's Comments (third bullet item) and Zoning Resolutions from 1987
2 through 1998.

3
4 This new evidence supports the Plaintiff's right to prosecute any and all Tracts
5 within Desert Lakes Subdivision Tract 4076.

6 Desert Lakes Golf Course and Estates is a "Master Planned Community" as
7 reported to the ADRE by Angelo Rinaldi, a principal authority who served on the Desert
8 Lakes Development L.P. Architectural Committee for all Tracts in the Desert Lakes
9 Subdivision and developed Tract 4159 in the Desert Lakes Subdivision; by T&M
10 Development, builder of the Plaintiff's home; and by Fairway Constructors in their
11 Fairway Estates 2004 Report upon acquisition of lots the Desert Lakes Subdivision (Tract
12 4076-A – lots in Blocks E, F, G) **Exhibit 2** – ADRE Reports

13
14 Granting the Plaintiff's right to Amend Complaint will accompany a ruling by the
15 Court to set aside all Orders prohibiting Plaintiff's full prosecution rights of the matter
16 with the exception of items she will concede as are stricken in the proposed Amended
17 Complaint attached herein.

18
19 The Defendants wished for the Court to believe that the developers of individual
20 Tracts within Desert Lakes intended for the Tract CC&Rs to stand alone and restrict
21 enforcement to only those property owners within a Tract. Plaintiff argued that this did
22 not make sense and on reflection, the Court can see this is not beneficial to the protection
23 of the property values and quality of life for the Desert Lakes Subdivision as a whole nor
24 in accordance with law.

1 In support of the “one subdivision” judgment requested of the Court, the Plaintiff
2 cites Defendant Glen Ludwig’s letter dated April 15, 2014, pursuant to the ADRE Report
3 for his Fairway Estates project that states, “Desert Lakes Estates and Golf Course is a
4 recorded subdivision with tract numbers 4076-A thru 4076-H that consists of 575 home
5 sites.” **(Exhibit 2)** Further, a portion of the entire Desert Lakes Golf Course and Estates
6 lot owners pay a portion of their property taxes for road maintenance throughout the
7 Desert Lakes Golf Course and Estates Subdivision.
8

9
10 The intent of the CC&Rs for this subdivision, as in all subdivisions that take an
11 interest in protecting property values through CC&Rs, is to ensure consistency of
12 development in accordance with the Master Plan and to inform the acquirers of the lots
13 within the tracts of their lot’s specific needs and allowances. The most important separate
14 and distinct restrictions in the Desert Lakes Subdivision tracts involves drainage
15 easements for some lots that had to be maintained by the acquirer of the lots. The non-
16 separate and non-distinct restrictions consume the majority of the Declarations and is
17 consistently applied to the CC&Rs for the benefit of the Master Planned Subdivision as a
18 whole.
19
20
21

22 THE LAW

23 In the 1961 case of *David Lillard v Jet Homes Inc.* it is cited, “Where
24 restrictive covenants are imposed upon an area included within a single
25 subdivision or plan of development, the restrictions are characterized as
26 real rights running with the land and not merely rights personal to the
27 vendor. They inure to the benefit of, and are consequently enforceable
28 by, all other grantees of property in the subdivision which come under
the same plan of development.

1 In determining what constitutes a general plan of development creating
2 these reciprocal rights, and what area is included therein, certain standards
3 are applied, among which are that an intent on the part of the original
4 grantor to establish such a plan must be found from either his language
5 or conduct, and the area covered by the scheme must be described so as
6 to be clearly ascertainable.

7 The original creator of the general plan of development for the entire Desert Lakes
8 Golf Course and Estates Tract 4076 was Bella Enterprises, Inc. who clearly described the
9 area covered by the scheme as the E1/2 of Section 35, Township North, Range 22 West
10 and SE1/4 of Section 36.

11 The remedy of one grantee to prevent a violation of, or to enforce a
12 compliance with, the restrictions by another is by injunction. *Edwards*
13 *v. Wiseman*, 198 La. 382, 3 So. 2d 661; *Ouachita Home Site & Realty Co.*
14 *v. Collie*, 189 La. 521, 179 So. 841; *Hill v. Wm. P. Ross*, 166 La. 581,
15 117 So. 725; *Queensborough Land Co. v. Cazeaux*, 136 La. 724, 67
16 So. 641, L.R.A.1916B, 1201; *McGuffy v. Weil*, 240 La. 758, 125 So.
17 2d 154; *Id.*, La.App. 2d Cir., 1960, 120 So. 2d 358.

18 The Defendants have thumbed their noses at their contract and at the rights of
19 every property owner coming under the same plan of development within the Desert
20 Lakes Golf Course and Estates Subdivision Tract 4076. Enforcement of the restrictions
21 and remedies by injunction is essential to justice.

22 As was said in *Murphy v. Marino*, La.App. 1st Cir., 1952, 60 So. 2d 128,
23 in order to create a binding covenant running with the land in a subdivision
24 which is enforceable by any purchaser of property therein, there should be
25 a uniform plan of restriction applicable to the subdivision as a whole, or to
26 a particular part of the subdivision known to each purchaser, and, thereby,
27 by reference or by implication, forming a part of his contract with the
28 subdivider. See, also, *Salerno v. De Lucca*, 211 La. 659, 30 So. 2d 678;
Alfortish v. Wagner, 200 La. 198, 7 So. 2d 708.

The CC&Rs have uniform plans of restrictions for all Tracts and has pertinent
parts for lots developed in phases A, B, C, etc. Pertinent parts of the matter at hand and

1 that are applicable to the Desert Lakes Golf Course and Estates Master Planned
2 Subdivision Tract 4076 as a whole, is for “no signage on unimproved lots and the 20 foot
3 front and rear setbacks” - with the exception of those 32 lots in Tract 4163 that were
4 approved by Resolution as applied for by a member of the Architectural Committee,
5 Sterling Varner. These and many other uniform plans of restrictions are applicable to the
6 Desert Lakes Subdivision Tract 4076 as a whole such as the life of the CC&Rs into
7
8 perpetuity, invalidations by court order, consequences for violations or attempted or
9 threatened violations. These restrictions are enforceable by any purchaser of property
10 therein and therefore the Plaintiff claims enforcement rights throughout the Desert Lakes
11
12 Subdivision.
13

14
15 As cited in *Lillard v Jet Homes*: “Where these principles must be applied
16 to determine one's right to enforce a covenant, it becomes necessary to
17 define” (1) a "plan of development," (2) the basic nature of the rights
18 acquired, and (3) a *grantee* under such plan of development.

19 The Plaintiff contends legal principles support the plaintiff's case as a grantee
20 under a general plan of development with imposed upon restrictions for the purpose of
21 mutuality of benefit and burdens as it is for all property owners within the entire Desert
22 Lakes Golf Course and Estates Subdivision Tract 4076.

23
24 From the *Law of Property*: Where a tract of land is subdivided into lots
25 and burdened with restrictive covenants, real rights are created running
26 with the land in favor of each and all of the grantees. The basis of the
27 creation of this right is the mutuality of burden and the mutuality of
28 benefit as between the grantees arising out of the imposition of such
restrictions on the land itself. This mutuality of burden and benefit
constitutes reciprocal promises as between the grantees, each supported
by that of the other. Restatement of the *Law of Property*, Vol. V, Chap.
45, Sec. 537, p. 3224.

1
2 The “attempted violation” of the BOS Resolutions for setback reductions is also a
3 prosecutable offence that was cited in the Complaint in Paragraphs 36, 37, 42, 43, 44, 53,
4 56, and Wherefore D. The Board of Supervisor’s comments, as cited in the Minutes of
5 the meeting that was held on October 3, 2016, presents to the Court just how egregious
6 the Defendant’s acts were viewed by three honorable members of the Board and how
7 critical this Court’s determination will be for the entire Desert Lakes Subdivision
8 property owners. Exhibit 3 – pages from the BOS meeting on Oct. 3, 2016
9
10

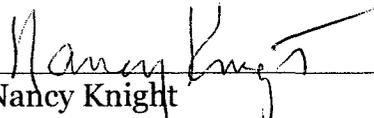
11 The County joindered all 762 property owner’s lots in the Desert Lakes
12 Subdivision for the Azarmi proposed BOS Resolutions 2016-125 and 2016-126 that
13 threatened the entire Desert Lakes Subdivision for the self-serving motives of the
14 Defendants who were well aware of the risk they were taking and placing on
15 unsuspecting property owners. Mr. Hont of Development Services knew full-well of our
16 CC&Rs and yet allowed hundreds of Desert Lakes property owners to be duped, without
17 full-disclosure, of the potential consequences of any action taken on their part for the
18 proposed setbacks that were less restrictive than those cited in the Desert Lakes CC&Rs.
19 Over one hundred individual property owners fell into this category of uninformed
20 signers of the Waiver of liability that was required of them for the protection of the
21 County.
22
23
24
25

26 The taxpayers of Mohave County paid a substantial amount of monies from the
27 General Fund estimated to be \$12,500 by Director Walsh of Development Services, for
28

1 the BOS Resolution Amendments in the attempted violations of the CC&Rs throughout
2 the Desert Lakes Subdivision for setback reductions at the request of the Defendant
3 Mehdi Azarmi. The Plaintiff believed that in the interest of justice, a jury should have
4 been allowed to decide if the Defendants should be held liable for reimbursement of these
5 monies to the General Fund. However, at this time, the Plaintiff concedes that it would
6 complicate the matter more than it helps and therefore she strikes all reference to the
7 taxpayer dollars from the Amended Complaint. She also strikes all reference to a
8 Declaratory Judgment to forgive all property owners who have a setback violation due to
9 no fault of their own.

10 Thus, based on the foregoing, Plaintiff respectfully request this Court to grant the
11 Plaintiff's leave to Amend the Complaint as proposed and attached to this Motion.

12
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14
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16 RESPECTFULLY SUBMITTED this 22nd day of October, 2018

17
18 
19 Nancy Knight
20 Plaintiff Pro Per

21 Exhibits:

- 22 1. County zoning resolutions and correspondence
23 2. ADRE Reports
24 3. Quotes from BOS Meeting on October 3, 2016

25 Copy of the foregoing was hand delivered
26 on October 22, 2018 to:

27 The Law Office of Daniel Oehler
28 2001 Highway 95, Suite 15
Bullhead City, Arizona 86442
Attorney for the Defendants
djlaw@frontiernet.net

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

4 Plaintiff Pro Per

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

7 NANCY KNIGHT,

8 Plaintiff,

9 and

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

17 Defendants.
18

Case No.: CV 2018-04003

AMENDED COMPLAINT

**Breach of Contract –
Violations of Covenants, Conditions, and
Restrictions**

19
20 COMES NOW Plaintiff Pro Per, NANCY KNIGHT for her amended complaint against
21 the Defendants, hereby alleges as follows:

22 **PARTIES AND JURISDICTION**

23 **1.** Plaintiff, NANCY KNIGHT, (hereinafter “Plaintiff”), is a resident of Fort
24 Mohave, Mohave County, Arizona and is a property owner within Desert Lakes Golf Course and
25 Estates.
26

27 **2.** Defendants, Glen Ludwig and Pearl Ludwig as Trustees of THE LUDWIG
28 FAMILY TRUST (hereinafter Ludwig”) own properties in Desert Lakes Golf Course and Estates

1
2 in Fort Mohave, Mohave County, Arizona.

3 3. Glen Ludwig is President of FAIRWAY CONSTRUCTORS, INC., an Arizona
4 Corporation, which owns properties within Desert Lakes Golf Course and Estates in Fort
5 Mohave, Mohave County, Arizona. Fairway Constructors, Inc. is a residential developing
6 corporation doing business in Fort Mohave, Mohave County, Arizona since at least 1991.
7

8 4. Defendant, MEHDI AZARMI (hereinafter "Azarmi") is, or was at the time of the
9 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
10 Vice President and Developer Representative of Fairway Constructors, Inc., located in Fort
11 Mohave, Mohave County, Arizona. Defendant Azarmi, is further a property owner within
12 Desert Lakes Golf Course and Estates and resides in Fort Mohave, Mohave County, Arizona.
13

14 5. Defendants JAMES B. ROBERTS and DONNA M. ROBERTS (hereinafter
15 "Roberts") are residents of Fort Mohave, Mohave County, Arizona and property owners within
16 Desert Lakes Golf Course and Estates.
17

18 6. Defendant US SOUTHWEST DEVELOPMENT SERVICES is operating a
19 business in the Fort Mohave/ Bullhead City, Arizona area of Mohave County per their
20 advertising signage posted on lots in Desert Lakes Golf Course and Estates.
21

22 7. Defendants JORDAN AND GINA GRICE (hereinafter "Grice") own a lot and
23 had a home built on that lot in Fort Mohave, Mohave County, Arizona within Desert Lakes Golf
24 Course and Estates.

25 8. All parties named herein are residents and/or relevant business owners, and/or
26 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
27 occurred in Mohave County, Arizona.
28

1 **9.** The Mohave County Superior Court has the jurisdiction over the Defendants and
2 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
3 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
4 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
5 County of Mohave in the State of Arizona in which this action arises and, consequently, both
6 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
7 SS 12-401, et seq., Arizona Revised Statutes, as amended.
8

9 **10.** Plaintiff is currently unaware of the true names and capacities of the Defendants
10 sued herein as DOES 1 through 10, inclusive and therefore, sues each Defendant by such
11 fictitious name. Plaintiff is informed and believes and based thereon allege that each such
12 Defendant is in some fashion responsible for, and a proximate cause of the damages suffered by
13 Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to
14 set forth the true names and capacities of such DOE Defendants when the same have been
15 ascertained.
16
17

18 **11.** Plaintiff is informed and believes and based thereon allege that at all times herein
19 mentioned the Defendants, including those named herein as DOES 1 through 10, inclusive, in
20 addition to acting for himself, herself, or itself, on his, her or its own behalf individually, is now
21 and was at all times material hereto acting in concert with at least one of the other Defendants
22 and in doing the things hereinafter alleged, was acting within the course and scope of such
23 relationship as an agent, principal, employee, purchaser, servant or representative and with the
24 permission, consent and ratification of each and every other of such Defendants.
25
26
27
28

1 **15.** The CC&Rs clearly define that buildings and projections shall be constructed not
2 less than twenty feet (20') back from the front and rear property lines at Article II – Land Use
3 (Book 1641 page 897), Paragraph 6:
4

5 Paragraph 6: “All buildings and projections thereof on lots not adjacent to the golf
6 course shall be constructed not less than twenty feet (20') back from the front and
7 rear property lines... All buildings and projections thereof on all other lots being
8 those lots adjacent to the golf course shall be constructed not less than twenty feet
9 (20') from the front and rear property lines...”

10 **16.** Defendant LUDWIG was the property owner of the lot where a home was built
11 with setbacks in violation of the CC&Rs. The address of the home is 5732 S. Club House Dr. in
12 the Desert Lakes Golf Course and Estates Tract 4076 and for subdivided lots in Phase 1 known
13 as Tract 4076-A. Fairway Constructors, Inc., was the Applicant for the New Construction permit.
14 Another home being built by Fairway Constructors, Inc, that began construction on or about May
15 18, 2018 in Tract 4076-B, located at 1839 Lipan Blvd. is also in violation of the rear yard
16 setback. The plot plan indicates the projecting roof line setback is at twelve (12) feet. The lot
17 is/was owned by Defendants Jordan and Gina Grice.

18 **17.** Defendant AZARMI, acting on behalf of the Defendants Ludwig and Fairway
19 Constructors, Inc., was denied reduced setbacks by Mohave County Planning and Zoning and
20 subsequently challenged Planning and Zoning with a series of egregious acts in direct conflict
21 with the CC&Rs.
22

23 **18.** The first egregious act was to apply for a setback variance from the Mohave
24 County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May 18,
25 2016. The approved variance was less restrictive than the CC&Rs.

26 **19.** Azarmi filed a New Home construction application with Mohave County
27 Development Services with reduced setbacks that violated the CC&Rs. The permit’s Revised
28 drawing dated as received on May 19, 2016 displays the front setback as eighteen feet (18’) and

1 the rear setback as ten feet (10'). As previously indicated, CC&Rs cite the setbacks as twenty
2 feet (20') front and twenty feet (20') rear.

3 **20.** Azarmi, Ludwig, and Fairway Constructors, in the course of running their
4 development business in Desert Lakes for many years, have been well aware of the CC&Rs. The
5 Development Services Division (DSD) of the Arizona Department of Real Estate, regulates the
6 sale of Subdivided Lands, and clearly cites a developer must obtain a Disclosure Report (public
7 report) prior to making offers for sale". ~~Most recently, and for the subject parcel,~~ Ludwig and
8 Fairway Constructors, Inc, ~~were provided a~~ Subdivision Disclosure Report dated on June 11,
9 2014 ~~citing~~ cites on page 10 the "Recorded Declaration Covenants, Conditions, and
10 Restrictions."

11 **21.** The State of Arizona Corporation Commission's "Corporation Annual Report and
12 Certificate of Disclosure" for 2017 cites Mehdi Azarmi as the Vice President of Fairway
13 Constructors, Inc. having taken office on August 16, 1991 and is a shareholder holding more
14 than 20% of issued shares of the corporation or more than 20% beneficial interest in the
15 corporation.

16 **22.** The two documents cited above, Subdivision Disclosure Report and Corporation
17 Annual Report, taken together are evidence that Azarmi was well informed of the CC&Rs and
18 was motivated by profit at the expense of the Desert Lakes Community when he refused to
19 accept denial for reduced setbacks from Mohave County Planning and Zoning for a home he was
20 planning to build at 5732 S. Club House Drive, in Fort Mohave, AZ.

21 **23.** Further, Fairway Constructors, Inc., together with their ~~listing real estate broker~~
22 partnership for Development Services through US Southwest Real Estate, violate the CC&R
23 restriction for signage on unimproved lots (paragraph 12, Book 1641, page 898). This illegal act
24

1 by Fairway Constructors has caused other real estate agencies to falsely assume the CC&Rs do
2 not restrict this behavior and has resulted in additional illegal signage to be posted on
3 unimproved lots.
4

5 Paragraph 12: "No sign, advertisement...shall be erected or allowed on any of
6 the unimproved lots..."

7 **24.** Mohave County Development Services is not a party to the CC&Rs and therefore,
8 according to Christine Ballard of Mohave County Planning (hereinafter "Ballard"), "the County
9 is not bound by the document nor can they enforce them". However, Mohave County Planning
10 and Zoning does abide in the Zoning Specifications cited for the subject parcel which is twenty
11 feet in front and back, and five feet on the sides. County Planning and Zoning denied Azarmi's
12 setback reduction request due to the Desert Lakes Special Development/Residential Zoning.
13

14 **25.** Azarmi's behavior to challenge the Mohave County Planner's denial of reduced
15 setbacks with a BOA variance was deliberate with full knowledge of the violation of the CC&R
16 setback restrictions. Azarmi also enlisted the help of Mr. Roberts, the future owner of the home,
17 to attend the meeting and make claims in support of the variance.
18

19 **26.** Examples of inaccuracies cited at the BOA meeting: 1) The property owner was
20 not Jim Roberts. The building permit clearly identifies the property owner as the Ludwig Family
21 Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact it is 8,034 square feet. This
22 large lot size supported Mohave County Planning staff's feeling that "there were sufficient
23 undeveloped portions of the property that could be utilized so that the structure could meet the
24 setback requirements". 3) Azarmi falsely claimed that "if the Roberts could not move into their
25 house and enjoy what they wanted, then the department was basically taking that right away
26 from these people. In truth, Defendants Mr. and Mrs. Roberts' did not own the house yet nor had
27 the home been built yet. 4) Azarmi falsely inferred that "there was already a hardship" for Mr.
28

1 Roberts. Any hardship on May 18, 2016 was a hardship for Azarmi. The home permit was
2 applied for on April 8, 2016 and denied due to the setbacks. Azarmi's hardship was his
3 desperation for a sale and for profits at the expense of the Desert Lakes Community. 5) Azarmi
4 falsely claimed that "if Mr. Roberts had to park his boat out in the open space it would cause a
5 headache for him and for the sheriff...." The CC&Rs specifically sets forth that no watercraft
6 may be parked in front of any residence in the open. Inferring a public safety risk for Sheriff
7 calls was an apparent ruse to influence those who serve on the BOA. 6) Azarmi claimed he was
8 unaware that the zoning was not Single-Family Residential (R-1). The CC&Rs clearly cite on
9 page 900 that the zoning is Special Development Residential (SD-R).
10
11

12 27. The reason for the 20 foot front and rear setbacks in Desert Lakes for lots adjacent
13 to the golf course is for views, especially for fairway views. Evidence of this fact is found in the
14 CC&Rs whereby fairway lots are restricted from privacy fencing and must install wrought iron
15 fencing on all back yard lots adjacent to fairways and for fifteen feet along the side yards
16 (paragraph 8).
17

18 ...on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction
19 for a total fence height of 5 feet ... which shall continue along the side lot line for a distance of
20 15 feet.

21 28. A ten foot back yard setback on the subject parcel on Club House Drive that is
22 adjacent to a fairway amounts to a taking of views and related property value from an adjacent
23 property owner. This is where self-serving motives of one builder can result in the harm of others
24 and which is why CC&Rs are written to protect the property values of everyone in the entire
25 Desert Lakes Golf Course and Estates subdivision, Tract 4076.
26

27 29. Another issue with the adjacent lot that is now impacted by the home built by
28 Fairway Constructors, Inc. is that Real Estate law requires full-disclosure by the seller. There
exists no means of assurance that a buyer of the adjacent lot will be informed of the reduced

1 value of his purchase due to his lost views from the self-serving motives of the Defendants
2 Ludwig, Azarmi, Fairway Constructors and Roberts and therefore exists just cause for a the
3 requested remedy. ~~that the adjacent lot be traded or purchased by Fairway Constructors and~~
4 ~~maintained as a green belt.~~

6 **30.** The Revised plan drawing associated with the construction permit application
7 submitted by Azarmi on the day after the BOA meeting, shows the side yard is over twenty feet
8 (20') wide and forty feet (40') deep. As such, Mr. Roberts could park his boat in the side yard
9 behind fencing as is a customary practice by homeowners with recreational vehicles who abide
10 in the CC&Rs. There is no valid reason as to why these Defendants should receive special
11 considerations concerning storage of their watercraft as compared to others already living within
12 the community who are in compliance with the CC&Rs.

14 **31.** If Fairway Constructors, Inc. is allowed to continue the practice of violating the
15 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
16 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
17 owners who decide to do as they please within the Desert Lakes Golf Course and Estates, Tract
18 4076 subdivision.

21 **32.** At the BOA meeting, Azarmi admits he has built over 700 homes in the area in
22 the past 26 years and then states there are setback violations in the whole project. Azarmi has
23 been well-aware of the CC&Rs and as a major developer in the Desert Lakes Community there is
24 a high level of concern that he did indeed violate the CC&Rs on other homes in Desert Lakes
25 and sold those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
26 violations.

1 **33.** The Special Development Residential zone cannot be arbitrarily changed to R-1
2 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to
3 15 feet (15') as he tried to propose to Planners. ~~at the BOA hearing.~~ Azarmi's alternative plan for
4 reduced setbacks in the entire Desert Lakes Community was to propose that all of the properties
5 be bundled together for the purpose of an Amendment to a former Board of Supervisors
6 (hereinafter "BOS") Resolution. Ms. Ballard raised the issue of the CC&Rs for other projects in
7 Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes Golf Course and
8 Estates. This raised awareness for Mr. Roberts of the existence of the CC&Rs for the home he
9 was planning to have "built to suit" by Fairway Constructors as he was in attendance at the BOA
10 meeting.
11

12 **34.** It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that the
13 less restrictive setback variance did not take precedence over the more restrictive CC&Rs.
14

15 **35.** Further it was the responsibility of Mr. Roberts to do his due diligence to read a
16 copy of the CC&Rs to understand his risk in this matter. Likewise, Mr. and Mrs. Grice were
17 informed through the listing agent for the lot they purchased for \$10,000 that their plans for a
18 twelve foot rear yard setback was a violation of the CC&Rs. Grice sent a message to the Plaintiff
19 through their real estate sales agent for her to contact Fairway. Grice had an opportunity to
20 remedy the setback and design of their home and chose to ignore the information.
21

22 **36.** As already stated, the professional opinion of Development Services Planner
23 Holtry, was to not approve the setback reduction on the Roberts home. Defendants are
24 responsible for remedying this matter.
25

26 **37.** All of the apparent deception that had occurred to secure a BOA variance took
27 place before the Plaintiff had become aware of what was happening to circumvent the Desert
28

1 Lakes Golf Course and Estates CC&R protections. Had it not been for the plan to try to reduce
2 setbacks in the entire Desert Lakes Community, Azarmi and Ludwig would most likely have
3 gone about their business of violating the CC&Rs one home at a time. However, the County
4 decided to accommodate Azarmi's alternative idea for reduced setbacks and the information
5 stream that followed revealed an attack specifically on the Desert Lakes CC&Rs. This attack was
6 not subject to CC&Rs in Los Lagos or South Mohave Valley. It was specifically directed at
7 Desert Lakes where Plaintiff's research found the Azarmi and Ludwig families owned over
8 twenty (20) unimproved lots.
9
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11 **38.** A postmark of June 16, 2016 of the reduced setback by Resolution Packet sent to
12 the Plaintiff, shows that after the May 18, 2016 BOA meeting where Azarmi had raised the issue
13 of bundling the Desert Lakes properties for a BOS Resolution Amendment, the County began the
14 very expensive process of petitioning every property owner in Desert Lakes asking for a signed
15 Waiver to release the County of any liability for diminished property values as a result of
16 requesting setback reductions for their parcel. The Plaintiff had considered the possibility of an
17 RV garage in her front yard area and inquired of Planner Scott Holtry details of the possibility.
18 Upon investigation, she recognized the risk of a law suit by an adjacent neighbor who would
19 have his views impacted by a reduced setback and the Plaintiff realized that the Packet that was
20 addressed to all property owners lacked full disclosure regarding the CC&R violation for
21 setbacks that are less restrictive than the CC&Rs. Waivers were received by the County for
22 approximately one hundred eighty (180) parcels, developed and undeveloped, for reduced
23 setbacks in the Desert Lakes Community.
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1 **39.** Those one hundred eighty (180) parcel numbers were published, signage was
2 posted at each lot, and scheduling began for public hearings before the County Planning
3 Commission. The final vote before the BOS was scheduled for October 3, 2016.
4

5 **40.** The Plaintiff noticed that one such lot with the posted signage had already begun
6 construction with a reduced setback even before the BOS vote was taken. There was no address
7 posted yet on the home that was under construction but there was signage displaying “Future
8 Home of Mr. and Mrs. Roberts”. Based on a best guess of the parcel number, Ballard was able to
9 identify the lot as one that got the variance from the BOA for a setback reduction. The BOA
10 minutes were emailed to the Plaintiff on September 20, 2016.
11

12 **41.** Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and Fairway
13 Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates CC&Rs for the
14 lot where the CC&R violation occurred. The “lot description” is cited in both their 2014 Arizona
15 Department of Real Estate Public Report on page 5 and confirmed in their Tax Assessor’s Report
16 as being Lot 2, Block H Desert Lakes Golf Course and Estates, Phase 1, Tract 4076-A.
17

18 **42.** Plaintiff, having witnessed the Defendants continuing to build the home at 5732
19 Club House Dr. with the less than twenty foot (20’) setback for the garage, sent an email to
20 Developer Representative Azarmi on September 27, 2016, sent a copy of the Azarmi email in a
21 Certified Letter to Glen Ludwig on September 30, 2016, and on November 1, 2016 sent an email
22 to Ludwig Engineering Executives; these communications informed everyone of the CC&R
23 violation of the setbacks and requested that they remedy the setbacks before the home was
24 completed to avoid a legal action to enforce the CC&Rs. The Certified Mail was sent to Glen
25 Ludwig at the Corporate office branch located at 109 E. Third Street in San Bernardino,
26 California. A signed Delivery Receipt was sent from the U.S. Post Office to Plaintiff as proof of
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28

1 delivery on October 3, 2016. All communications went unanswered including the request for the
2 address of Jim Roberts so he could have full-disclosure before finalizing purchase of the home.

3 **43.** Despite the Plaintiff's communications with Azarmi, Fairway Constructors
4 Executives, and a letter addressed to Glen Ludwig, construction of the home was completed
5 without remedy and built with the less restrictive setbacks. Eventually ownership title was
6 transferred to Mr. and Mrs. Roberts.

7
8 **44.** Plaintiff, in an effort to protect her own property value, and all property owner's
9 values in the Desert Lakes Golf Course and Estates subdivision from a change in setback
10 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
11 Amendment. Upon a clear understanding of the impact the BOS Resolution would have on
12 property values and views for adjacent lots, plus the lack of full-disclosure of the legal risk for
13 property owners who unknowingly took advantage of the setback reduction, the Plaintiff
14 composed a letter to the BOS and read it to the BOS in Kingman on October 3, 2016.

15
16 **45.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
17 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
18 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
19 that politics was playing a role for Azarmi's benefit and a Senator in the audience approached the
20 Plaintiff after the meeting thanking her for her research and exposure of the issues with the
21 proposed BOS Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY
22 the BOS Resolution.

23 **46.** Although denied, the County refused to send letters to the affected lot owners.
24 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
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1 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
2 potential witness in this case that Azarmi's wife claims they won the setback reduction.

3 **47.** The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney Keith
4 Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was time to raise
5 legal defense funds due to the Contract Law statute of limitations of six years, and that his
6 retainer fee to take the case would be \$10,000. The Plaintiff subsequently found a relatively
7 inexpensive method to do a mass mailing of a letter to residents of the Desert Lakes Community.
8 The letter was printed and mailed by "Every Door Direct Mail" to 617 addresses in Desert Lakes
9 on or about April 1, 2017. There has never been a Homeowner Association for enforcement.
10 Residents were pleased to learn they had recourse for what was feared of becoming a blighted
11 community.
12

13 **48.** A highly credible positive response to the mass mailer was received from a Real
14 Estate professional dated April 6, 2017. It read in part: "We have lived in Desert Lakes for about
15 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
16 your efforts." This professional real estate opinion provided the Plaintiff with confidence that
17 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
18 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
19 Community for years to come.
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23 **49.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
24 homes that were built by Defendants in order to identify the extent to which the Defendants have
25 violated or caused to violate the CC&Rs.
26

27 **50.** ~~The CC&Rs were established in 1989 and was applied to all subsequent tracts that~~
28 ~~were added in later years.~~ Title companies cite the CC&Rs, the Arizona Department of Real

1 Estate informs subsequent subdividers/developers of the existence of the CC&Rs, and Mohave
2 County Development Services sends copies of the CC&Rs to property owners on request. The
3 CC&Rs run with the land and have never been revoked or amended. The CC&R contract cites in
4 Paragraph 18 Book 1641 Page 899:
5

6 18. These covenants, restrictions, reservations and conditions run with the
7 land and shall be binding upon all parties and all persons claiming under
8 them for a period of twenty-five (25) years from the date hereof.
9 Thereafter, they shall be deemed to have been renewed for successive
10 terms of ten (10) years, unless revoked or amended by an instrument
11 in writing, executed and acknowledged by the then owners of not less
12 than seventy-five percent (75%) of the lots on all of the property then
13 subject to these conditions....

14 51. The Desert Lakes Golf Course and Estates Declarant did not authorize the
15 creation of a Homeowner Association. Enforcement of the CC&Rs was left to the discretion of
16 the individual property owners. (CC&Rs Book 1641 paragraph 20)
17

18 "If there shall be a violation or threatened or attempted violation of any of the
19 foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its
20 successors or assigns, the corporation whose members are the lot owners or any
21 person or persons owning real property located within the subdivision to
22 prosecute proceedings at law or in equity against all persons violating or
23 attempting to or threatening to violate any such covenants, restrictions or
24 conditions and prevent such violating party from so doing or to recover damages
25 or other dues for such violations. In addition to any other relief obtained from a
26 court of competent jurisdiction, the prevailing party may recover a reasonable
27 attorney fee as set by the court.

28 52. For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi
and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person
has no recourse except to remedy the violation in a Court of Law. Failure on the part of persons
who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of
another party to seek CC&R enforcement in a Court of Law. Book 1641, Paragraph 20 of the
CC&Rs sets forth:

"No failure of the Trustee or any other person or party to enforce any of the
restrictions, covenants or conditions contained herein shall, in any event, be
construed or held to be a waiver thereof or consent to any further or succeeding
breach or violation thereof."

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COUNT ONE
VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

53. Violations of the CC&Rs occurs when a party, such as Defendants, decide to circumvent or ignore the provisions cited in the CC&Rs.

54. Defendants involved with the Roberts home intentionally violated the CC&Rs as they were fully aware of the existence of the CC&Rs and circumvented the setback restrictions through a BOA variance. Defendants for the Grice home were made aware of the CC&R setback violation and chose to ignore it.

55. Over one hundred property owners signed up with the County for setback reductions through a proposed BOS Resolution Amendment as raised by Azarmi. at the BOA meeting. Mr. Azarmi has been identified by the Mohave County Development Services Director as the Proponent of the Resolutions which was an attempted violation of the CC&Rs. As such Mr. Azarmi is to be held accountable with just compensation to the Plaintiff. The County refused to send letters to the parcel owners who signed up for the setback reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and remedies that will rectify, visually or financially, any false impressions that have been spread by word-of-mouth in the community.

56. It is the responsibility of the builder to comply with the CC&Rs and, in the absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any property owner.

57. Since the CC&Rs are more restrictive than the approved BOA variance, Azarmi, Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the CC&Rs as did Mr. Roberts who attended the BOA meeting and was informed by Ballard at that meeting of the existence of CC&Rs in the Desert Lakes Community.

1 **58.** As a result of Defendants CC&R setback violations, Plaintiff is entitled to
2 injunctive relief, compensation for her expenses in this matter, and for any costs as a result of
3 retaliation from Defendants or their political allies in bringing forth this Complaint. Azarmi's
4 egregious acts caused substantial emotional and physical distress to the Plaintiff who found
5 herself having to spend hours of sleepless nights conducting research, writing letters and emails,
6 and making a presentation before the Mohave County Board of Supervisors in Kingman, Arizona
7 in her efforts to protect all Desert Lakes property owners from individuals who had self-serving
8 interests and intended to take away the CC&R protections that assure everyone in the community
9 with equal property rights and protection of property values and views.

12 **59.** ~~Plaintiff also requests a financial remedy from Fairway Constructors to all
13 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's violating
14 CC&R setbacks. Profits for larger building footprints were an ill-gotten gain at the expense of
15 rear yard views of fairways and front yard views of oncoming traffic for the innocent and
16 uninformed property owners in the Desert Lakes Community. Plaintiff requests Fairway
17 Constructors mail a letter to all property owners in the Desert Lakes Community Subdivision
18 Tract 4076 to inform them of the Court Order that may have affected their property and to also
19 take an ad in the Mohave Daily News announcing the financial remedy that affected property
20 owners can apply for at the address of Fairway Constructors, Inc. located at 5890 S. Highway 95,
21 Fort Mohave, AZ. that the Court has adjudicated property owner rights to prosecution of CC&R
22 violations pursuant to this case number 2018-04003; the Board's denial of BOS Resolutions for
23 reduced setbacks dated October 3, 2016; and that the statute of limitations is six years from the
24 time a prosecuting property owner found out about the violation. The purpose of this letter will~~

1 be conveyed to the addressees as providing time for offending parties to remedy their violations
2 and hopefully spare the Court of further Breach of Contract Complaints in Desert Lakes.

3 **60.** In-closing, Plaintiff believes that political will by Mehdi Azarmi for the letters of
4 support for his variance, or any other support for his CC&R violations in Desert Lakes, should
5 not be given any credence especially at the expense of those others in the community who do not
6 have the political connections of the Chamber of Commerce or elected officials who benefit from
7 Azarmi's money, power, and influence.

8 **61.** Plaintiff reserves her right to file a Declaratory Judgment forgiving any setback
9 violation(s) of the CC&Rs or County Code that may be found on her property due to no fault of
10 her own.

11 **62.** Defendant Azarmi is to disclose to the Plaintiff the name of the new owners of
12 the home on Lipan Blvd. if the home has indeed been sold per the online real estate advertising
13 for the listing as being for sale on July 3, 2018 for \$234.769 that is now occupied.

14 **63.** Defendant Azarmi is to disclose all homes that he and or Fairway Constructors
15 built that violated or which they caused to violate the CC&Rs in the entire Desert Lakes
16 Subdivision.

17 **64.** Defendnat Azarmi is to remove of all of Fairway Constructor's advertising
18 signage on unimproved lots in Desert Lakes regardless of who owns the lot.

19 **65.** This matter is limited to the Defendants listed at the time of this Complaint. The
20 Court and the Plaintiff do not need further expansion of this matter to include the 260+ owners of
21 property that the Defendant claims have properties that have been developed in violation of the
22 CC&Rs. However, any violations caused by the Defendants are not forgiven and must be
23 disclosed to the Plaintiff who will seek a remedy at trial or in mediation.

1 66. Plaintiff seeks relief from surveillance of her property, abuse of discovery,
2 harassment and deceptive disclosure statements that are unsubstantiated.

3
4 **COUNT TWO**
5 **INJUNCTIVE RELIEF**

6 67. Plaintiff incorporates herein by reference all allegations of Count One of this
7 Complaint as though fully set forth herein.

8 68. Plaintiff has a strong likelihood of success on the merits of the violations of the
9 CC&Rs as set forth herein.

10 69. Plaintiff is entitled to preliminary and permanent injunctions enjoining
11 Defendants from all current signage violations on unimproved lots.

12 70. Plaintiff is entitled to preliminary and permanent injunctions enjoining
13 Defendants from any existing or future violations of the CC&Rs including but not limited to
14 setback reductions and signage on unimproved lots.

15 71. Plaintiff is entitled to reasonable monetary compensation that does not exceed the
16 jurisdictional limit of the Court including but not limited to filing fees, compensation for hours of
17 research, emails, letters and postage, and physical and emotional distress from the battle to
18 protect her Desert Lakes Community from CC&R violations. The amount found due by a jury
19 herein or found due by judgment of the Court.

20 **WHEREFORE**, Plaintiff demands Judgment against the Defendants as follows:

21 A. Finding that Defendants violated the Declaration of Covenants, Conditions and
22 Restrictions for Desert Lakes Golf Course & Estates.

23 B. For an injunction immediately and permanently removing all construction from
24 the real property located at 5732 Club House Drive that violated the CC&R setbacks ~~or trade or~~
25 ~~purchase of the adjacent lot to be maintained as a green belt~~ if a mediated remedy is not possible.
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1 C. For an injunction immediately and permanently removing the projecting rear yard
2 setback construction to be within 20 foot of the property boundary located at 1839 E. Lipan
3 Blvd. that is in violation the CC&R setbacks if a mediated remedy is not possible.

4 D. For an injunction immediately and permanently removing all signage on
5 unimproved lots that is in violation of Desert Lakes Golf Course and Estates CC&Rs.

6 E. Plaintiff's recovery of actual and consequential damages in an amount to be
7 determined by the Court or at trial, including, but not limited to, compensation and
8 reimbursement.

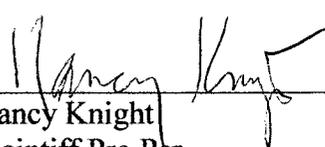
9 ~~F. Compensation to all property owners for diminished value, to be determined by~~
10 ~~the Court or at time of trial, due to the taking of front and/or rear views as a result of the~~
11 ~~Defendants' construction that violated the CC&Rs of Desert Lakes.~~

12 G. A Declaratory Judgment forgiving any CC&R construction violations that were
13 not the fault of the purchaser Plaintiff of the home who unknowingly purchased a home that had
14 been built, in error or deliberately by any her home's builder, and found to be as out of
15 compliance with the CC&Rs.

16 H. For recovery of Plaintiff's attorney fees and costs incurred, in the event this action
17 is contested, pursuant to law and A.R.S. SS 12-349 and Rule 11, A.R.C.P.

18 I. For such other and further relief as the Court deems just and equitable in the
19 premises including but not limited to double damages not to exceed five thousand dollars and
20 punitive damages for stress as a result of the Defendant's ongoing delays, inappropriate motions
21 to dismiss, threats by the Court on September 26, 2018 to dismiss the case, and in not even
22 agreeing to confer in a possible settlement Agreement of this matter.

23
24 **RESPECTFULLY SUBMITTED** this 22nd day of October 2018.

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28 _____
Nancy Knight
Plaintiff Pro Per

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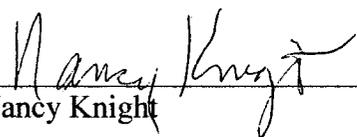
VERIFICATION

STATE OF ARIZONA)
)ss.
County of Mohave)

Plaintiff, Nancy Knight, being first duly sworn and upon her oath, deposes and says the following:

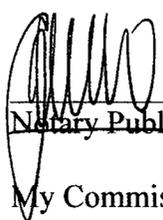
That she is the Plaintiff in the above captioned matter, that she has read the foregoing Complaint, and knows the contents thereof; and that she is informed and believes and on that ground alleges that the matters stated in the foregoing document are true and correct to the best of her knowledge and belief.

DATED this 22nd day of October, 2018.



Nancy Knight

SUBSCRIBED AND SWORN to before me this ___ day of October, 2018, by Nancy Knight.



Notary Public
My Commission Expires:

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EXHIBIT 1

Christine Ballard's correspondence and rezoning documents

19 pages

Comments made by Christine Ballard, Planning and Zoning Manager in reference to Mr. Knight's request for information of 10-03-18:

- It appears that Parcel VV was zoned M (General Manufacturing) in 1968 when the county was originally zoned. Parcel VV is in the S1/2 of the SW1/4, Section 35, Township 19 North, Range 22 West
- A rezone requested by Ray Jackson in 1987 rezoned the east half of Section 35 to R-M (Multiple Family Residential/ Ten Acre Minimum Lot Size) zone, but the resolution specifically leaves the S1/2 of the SW1/4, Section 35 as General Manufacturing.
- A rezone in 1988 by Darrell Spence rezoned the E1/2 of Section 35, and a portion of the SE1/4 of Section 36 to be R-O (Single Family Residential/Mobile Homes Prohibited) and R-M (Multiple Family Residential). The difficulty with this resolution is that it was silent on which parcel was zoned R-M. The final plat showed a multiple family residential parcel as Parcel VV in the SW corner of Desert Lakes Golf Course and Estates, but there is no way to be certain that Parcel VV was the parcel intended in the rezone. It was this rezone that cleared the way for Desert Lakes Golf Course and Estates, Tract 4076.
- Another rezone in 1989 by Frank Passantino rezoned the entire Tract 4076, including Parcel VV, from R-O (Single Family Residential/ Mobile Home Prohibited) and R-M (Multiple Family Residential) to S-D/R (Special Development/Residential) and S-D/C (Special Development Commercial). A rezone in 1993 clarified the residential setbacks for Tract 4076, setting the setback to those found in the CC&Rs.
- A rezone in 1998 by Sterling Varner, rezoned Parcel VV, from A-R (Agricultural-Residential) to S-D/R-O (Special Development/Single Family Residential/Mobile Homes Prohibited) zone setting the minimum lot size at 4,800 sq. ft. and setting setbacks for the development. This rezone allowed a resubdivision of Parcel VV and part of Parcel KK as Tract 4163. Why the 1998 rezone notes that Parcel VV was zoned A-R is unknown, as it was never zoned A-R, and it was most likely zoned S-D/R in 1989. Whatever the zoning history, the parcels created in Tract 4163 are now zoned S-D/R-O and are subject to the condition in the 1998 resolution.

BEFORE THE PLANNING AND ZONING COMMISSION
COUNTY OF MOHAVE
STATE OF ARIZONA

In the Matter of a Recommendation)
Regarding the Rezoning of E½ of)
Section 35, Township 19 North,) Resolution P&ZC: 87-41
Range 22 West, located in the South)
Mohave Valley area)

WHEREAS, at the regular meeting of the Mohave County Planning and Zoning Commission, held in the Board of Supervisor's Meeting Room in Arnold Plaza, 315 Oak Street, Kingman, Arizona on January 14, 1987 there was held a public hearing as a required step in the procedure for a Commission recommendation on a rezoning proposal to the Board of Supervisors, as follows:

From: M (General Manufacturing)
proposed
To Be: R-M (Multiple Family Residential)
or
R-1 (Single Family Residential)

All or part of the E½ of Section 35, Township 19 North, Range 22 West

WHEREAS, this request for rezoning was set for public hearing by the Planning and Zoning Commission at their December 10, 1987 meeting as per Resolution P&ZC: 86-187 , and

WHEREAS, this zone change request was initiated by Ray M. Jackson of
Tierra Del Rio of Mohave, and

WHEREAS, the notice for this public hearing was published in the Kingman Daily Miner, a newspaper of general circulation in the County Seat on December 24, 1986 and in the Mohave Valley News and was posted on December 30, 1987 as required by Arizona Revised Statutes and the Mohave County Zoning Regulations, and

WHEREAS, Section 35 is located on the Mohave Mesa, fronts along the east side of Highway 95, is south of Joy Lane, is west of Mountain View Road and is north of the Fort Mojave Indian Reservation (Section 2), and

WHEREAS, Mohave Mesa Acres, Tract 1020 is in the W $\frac{1}{2}$ of Section 35, and

WHEREAS, the remainder of this section including the entire E $\frac{1}{2}$ is undivided, and

WHEREAS, the E $\frac{1}{2}$, together with a portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35 were zoned M (General Manufacturing) when zoning was extended to this area in 1968, and

WHEREAS, at the time the M (General Manufacturing) zoning was extended to this section there was little or no development in the area, and

WHEREAS, information available to staff suggests that this section was zoned M (General Manufacturing) at the original owners request and on the basis that the adjoining section to the south, Section 2 on the Fort Mojave Indian Reservation, was designated for industrial uses and was the site of a sand and gravel operations, and

WHEREAS, in recent years there have been several large residential subdivisions recorded and developed in this general area. The owners of these tracts constructed and paved Joy Lane as the primary access to these residential subdivisions, and

WHEREAS, in February, 1986 the Planning and Zoning staff, in response to numerous inquiries from the owners, prospective purchasers and nearby property owners contacted all of the owners requesting information regarding their development plans and to solicit ideas concerning the highest and best use of this M (General Manufacturing) zoned property, and

WHEREAS, the owner of a five (5) acre parcel along the south side of Joy Lane in the E $\frac{1}{2}$ of Section 35 applied for and obtained a Zoning Permit for an auto salvage business in the M (General Manufacturing) zone, and

WHEREAS, in November, 1986 Mr. Ray M. Jackson of Tierra Del Rio of Mohave presented a proposal requesting the Planning and Zoning Commission to consider changing the zoning of a portion of Section 35 to accommodate the development of an elementary school on a ten (10) acre site and to complement the existing and future residential neighborhoods on this portion of the Mohave Mesa, and

WHEREAS, a school is a permitted use in an R-M (Multiple Family Residential) zone, and

WHEREAS, Mr. Jackson submitted letters from the owners of the N $\frac{1}{2}$ E $\frac{1}{2}$ of Section 35 stating that they concurred with the proposal to rezone a portion of Section 35, including their property, R-M (Multiple Family Residential), based on the understanding that the land exchange or agreement that the school board would acquire the two (2) five (5) acre parcels along Joy Lane owned by Msrs. Bernstein and Williams, and

WHEREAS, these public hearings were continued by the Planning and Zoning Commission at the January 14, February 11 and March 11, 1987 meetings in order that the proposed land exchange within Section 35 between the subject parties could be finalized prior to acting on this zone change, and

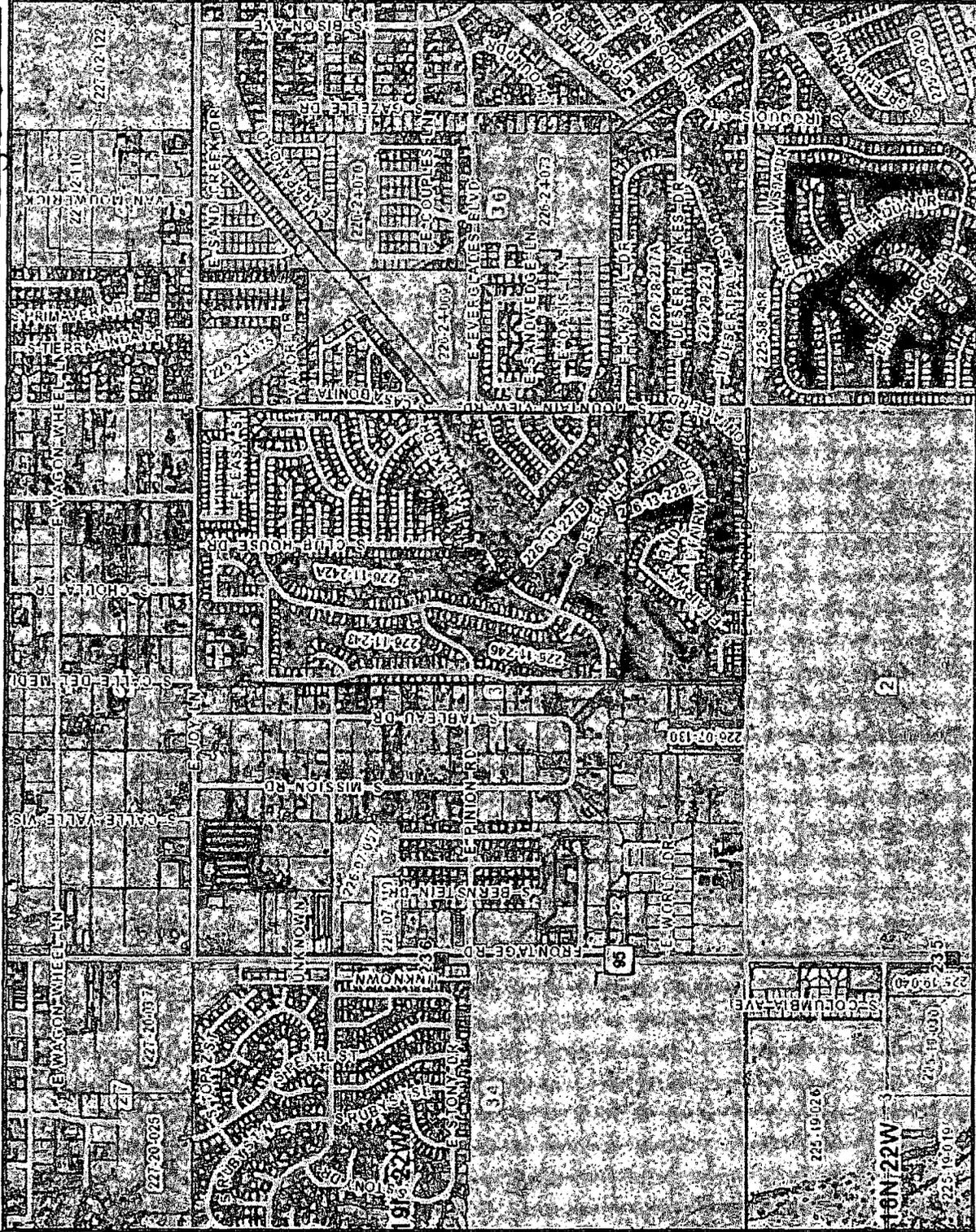
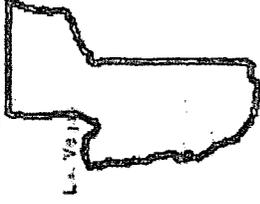
WHEREAS, the owner of the SE $\frac{1}{4}$ of Section 35, Mr. Bruce Hehr, indicated that he would support changing the zoning of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35 to R-M (Multiple Family Residential) zoning but would request that the S $\frac{1}{2}$ SE $\frac{1}{4}$ remain M (General Manufacturing), and

WHEREAS, information available to this Commission indicates that the land exchange and agreement regarding the Mohave Valley School District's purchase of the two (2) five (5) acre parcels in Section 35 has been approved, and

NOW THEREFORE, be it resolved that the Planning and Zoning Commission, at their meeting on Wednesday, April 8, 1987 unanimously recommended that the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35, Township 19 North, Range 22 West, be rezoned R-M/10A (Multiple Family Residential/Ten Acre Minimum Lot Size) and that there be no change in the existing M (General Manufacturing) zoning in the S $\frac{1}{2}$ SW $\frac{1}{4}$ or the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35, and

WHEREAS, the notice for this public hearing was published in the Mohave Daily Miner, a newspaper of general circulation in the County Seat on April 15, 1987 and in the Mohave Valley News and was posted on April 17, 1987 as required by Arizona Revised Statutes and the Mohave County Zoning Regulations, and

NOW THEREFORE, be it further resolved that the Board, at their regular meeting on Monday, May 4, 1987 approved this zone change as recommended by the Commission and outlined herein.



Legend

- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exists
- ⊗ Calculated Measure
- Highways
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- Bureau of Reclamation
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- Private
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- State Wildlife Area
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Notes:

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(approximate scale)

Map Created: 10/15/2018

BEFORE THE PLANNING AND ZONING COMMISSION
COUNTY OF MOHAVE
STATE OF ARIZONA

In the Matter of a Recommendation)
Regarding the Rezoning of a Portion)
of the E½ of Section 35 and a Por-) Resolution P&ZC: 88-175
tion of the SE¼ of Section 36,)
Township 19 North, Range 22 West,)
to be known and subdivided as)
Desert Lakes Golf Course and)
Estates, Tentative Tract 4076,)
located in the South Mohave Valley)
area)

WHEREAS, at the regular meeting of the Mohave County Planning and Zoning Commission, held in the Board of Supervisors Meeting Room in Arnold Plaza on October 12, 1988 there was held a public hearing as a required step in the procedure for a Commission recommendation on a rezoning proposal to the Board of Supervisors, as follows:

From: A-R (Agricultural-Residential)
R-M/10A (Multiple Family Residential/Ten Acre
Minimum Lot Size)
M (General Manufacturing)

proposed

To Be: R-O ALL LOTS
(Single Family Residential/Mobile Homes
Prohibited)
R-M PARCEL
(Multiple Family Residential)

Desert Lakes Golf Course and Estates, Tentative Tract 4076, being a portion of the E½ of Section 35 and a portion of the SE¼ of Section 36, Township 19 North, Range 22 West

WHEREAS, this request for rezoning was set for public hearing by the Planning and Zoning Commission at their September 14, 1988 meeting as per Resolution P&ZC: 88-168, and

WHEREAS, the notice for this public hearing was published in the Mohave Daily Miner, a newspaper of general circulation in the County Seat on September 21, 1988 and in the Mohave Valley News and was posted on September 26, 1988 as required by Arizona Revised Statutes and the Mohave County Zoning Regulations, and

WHEREAS, the applicant is Darrell Spence of Bella Enterprises, Inc. Information available to this Commission indicates that ownership is listed in the name of Bella Enterprises, Inc., and

WHEREAS, this proposed subdivision is located roughly one-half to one (1) mile east of Highway 95, is east of Mohave Mesa Acres, adjoins the new elementary school site and is between Joy Lane and Lippan Boulevard, and

WHEREAS, the primary access to this residential lots subdivision and public golf course is intended from Joy Lane, and

WHEREAS, the preliminary plan depicts roughly 305 acres subdivided into 707 residential lots, a four (4) acre parcel intended for multiple family development and an eighteen (18) hole golf course, and

WHEREAS, the minimum and typical lot sizes are 6,000 square feet, and

WHEREAS, sewage disposal is intended to be taken care of with a sewage treatment plant to be located on a five (5) acre parcel adjoining this subdivision in the SW $\frac{1}{4}$ of Section 35 south of Mohave Mesa Acres, and

WHEREAS, the existing 305 acre site has a mixture of zoning classifications. The E $\frac{1}{2}$ of Section 35, together with the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35 were zoned M (General Manufacturing) when zoning was extended to this area in 1968, and

WHEREAS, in April, 1987 the Planning and Zoning Commission recommended that the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35 be rezoned R-M/10A (Multiple Family Residential/Ten Acre Minimum Lot Size) but there be no change in the existing M (General Manufacturing) zoning in the S $\frac{1}{2}$ SW $\frac{1}{4}$ or the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35. This is to say that the N $\frac{1}{2}$ of this proposed subdivision is zoned R-M/10A (Multiple Family Residential/Ten Acre Minimum Lot Size), the S $\frac{1}{2}$ is zoned M (General Manufacturing), and

WHEREAS, the unsubdivided property west of and adjoining the proposed multi-family parcel is zoned M (General Manufacturing), and

WHEREAS, the lots to the west in Mohave Mesa Acres are zoned A-R (Agricultural-Residential), and

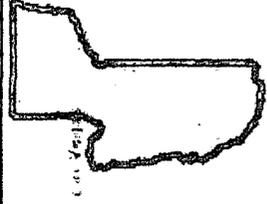
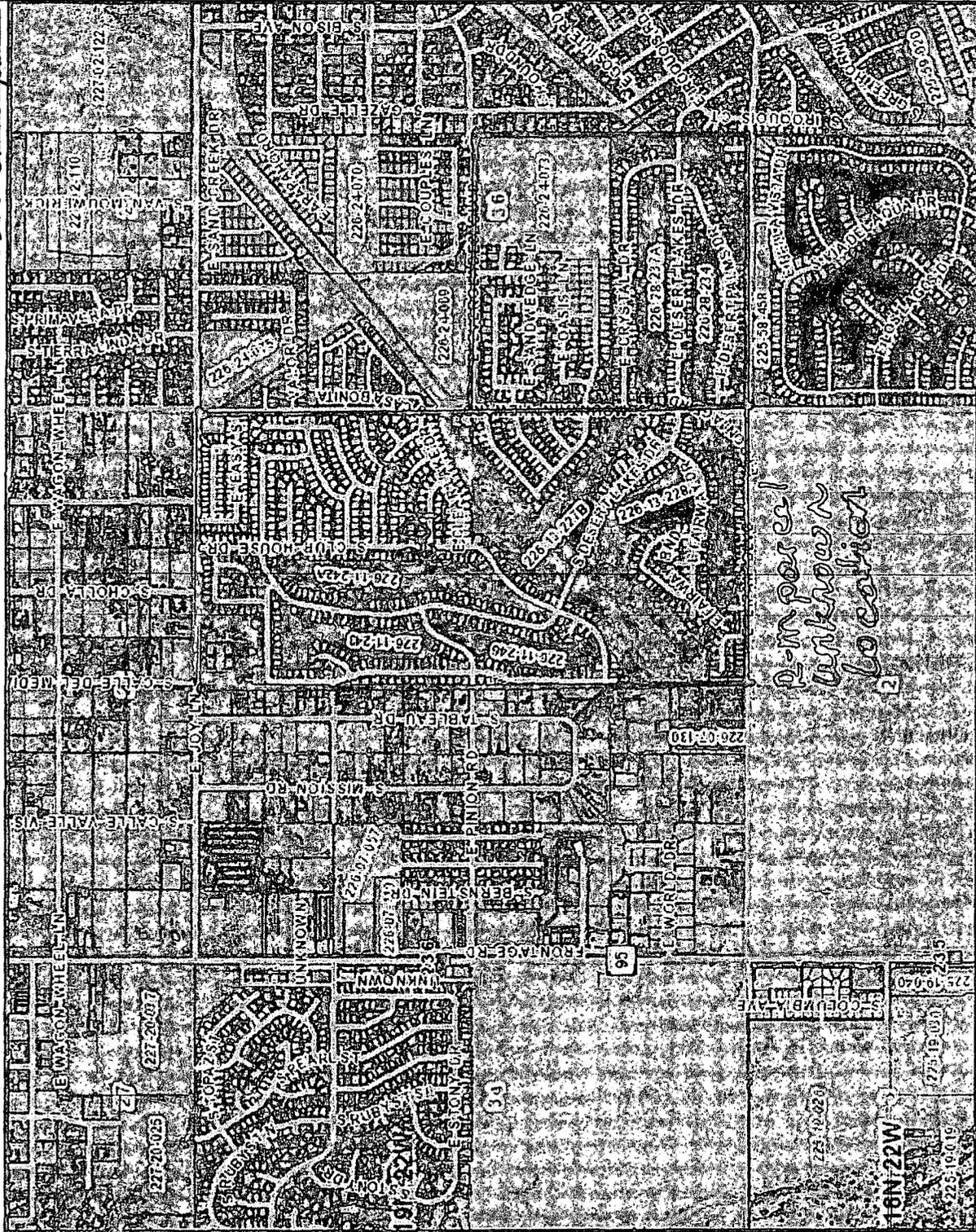
WHEREAS, the lots to the east in Sun Valley, tract 4017 are zoned R-1 (Single Family Residential), and

WHEREAS, it is proposed that all lots in Desert Lakes be zoned R-O (Single Family Residential/Mobile Homes Prohibited), parcel be rezoned from M (General Manufacturing) to R-M (Multiple Family Residential) and the golf course (Parcels H-H, I-I, J-J, K-K, L-L, N-N, O-O, P-P and R-R) and clubhouse (Parcel M-M) be designated on the plat for those specific uses, and

NOW THEREFORE, be it resolved that the Commission, at their meeting on Wednesday, October 12, 1988 unanimously recommended that all lots be zoned R-O/6M (Single Family Residential/Mobile Homes Prohibited/Six Thousand Square Foot Minimum Lot Size), Parcel be zoned R-M/4A (Multiple Family Residential/Four Acre Minimum Lot Size) and that the golf course and club house parcels are intended for the use and purpose depicted on the final plat; it is further recommended that this zoning shall become effective upon recordation of the final plat(s), and

WHEREAS, the notice for this public hearing was published in the Mohave Daily Miner, a newspaper of general circulation in the County Seat on October 17, 1988 and in the Mohave Valley News and was posted on October 17, 1988 as required by Arizona Revised Statutes and the Mohave County Zoning Regulations, and

NOW THEREFORE, be it further resolved that the Board, at their meeting on Tuesday, November 1, 1988 approved this zone change as recommended by the Commission and outlined herein, to be effective upon recording the final subdivision plat(s) for the Desert Lakes Subdivision.



Legend

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1:20,751

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0 1,729.2 3,458.5 Feet
(approximate scale)

Map Created: 10/15/2018

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RESOLUTION NO. 89-116

1872

BOA

A RESOLUTION REZONING A PORTION OF E½ SECTION 35, AND A PORTION OF THE SE¼ OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 22 WEST, TO BE KNOWN AND SUBDIVIDED AS DESERT LAKES GOLF COURSE AND ESTATES, TENTATIVE TRACT 4076, FROM: R-O (SINGLE FAMILY RESIDENTIAL/MOBILE HOMES PROHIBITED) AND R-M (MULTIPLE FAMILY RESIDENTIAL) ZONES, PROPOSED TO BE: S-D/R (SPECIAL DEVELOPMENT/RESIDENTIAL) AND S-D/C (SPECIAL DEVELOPMENT/COMMERCIAL) ZONE, LOCATED IN THE SOUTH MOHAVE VALLEY AREA, MOHAVE COUNTY, ARIZONA

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on December 4, 1989, a public hearing was conducted to determine whether approval should be granted to Frank Passantino, C.E.O., Desert Lakes, Fort Mojave, Arizona for a rezone from existing R-O (Single Family Residential/Mobile Homes Prohibited) and R-M (Multiple Family Residential) zones, to S-D (Special Development) zone, and

WHEREAS, a public hearing before the Mohave County Planning and Zoning Commission on November 8, 1989 did generate a recommendation of approval of this request with the following condition noted:

1. The owner accepts that whenever a S-D zone is granted, each phase or stage of development or building proposals shall be submitted to the Planning staff, to be evaluated and compared with the approved zoning plan before any permits may be granted;
2. Any significant change (as determined by the Planning Director, appealable to the Planning Commission) in the approved zoning plan shall require a rehearing on the change before the Commission, with a final determination to be made by the Board;
3. Staff will maintain the most current approved ZONING PLAN on file in the master zoning folder for reviews;
4. Such change shall not be effective for at least thirty (30) days after final approval of the change in classification by the Board, being January 3, 1990, as per A.R.S. 11-829E;

and

WHEREAS, this request by the owners comes after the first phase of the development has been sold and construction needed to commence. The CC&R's presented set the rear yard setbacks at twenty (20') feet when zoning for a R-O zone states twenty-five (25') feet and although public hearings identified commercial development, i.e., Club House with associated facilities and a golf course, and the resolutions identified the same, there was

not a tool presented through zoning that would address this overall development. Staff represents that the Mohave County Zoning Regulations did allow for this type of development through the Special Development Zone; thus the proposal before the Planning and Zoning Commission to properly address this development. There is no significant change from the original proposal from the owner. The owner accepts that whenever an S-D zone is granted, each phase or stage of development or building proposals shall be submitted to the planning staff, to be evaluated and compared with the original plan before any permits may be granted. Any significant change in the approved plan shall require a rehearing before the Commission and Board for reapproval, and

WHEREAS, the notice of hearing was published in the Mohave Daily Miner, a newspaper of general circulation in Kingman, Mohave County, Arizona on November 15, 1989, and posted on November 14, 1989 as required by the Arizona Revised Statutes and the Mohave County Zoning Regulations, and

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, December 4, 1989 approved this change in zoning as recommended by the Mohave County Planning and Zoning Commission, as outlined herein.

MOHAVE COUNTY BOARD OF SUPERVISORS

Becky Foster
 BECKY FOSTER, CHAIRMAN

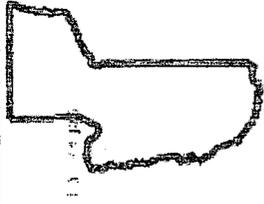
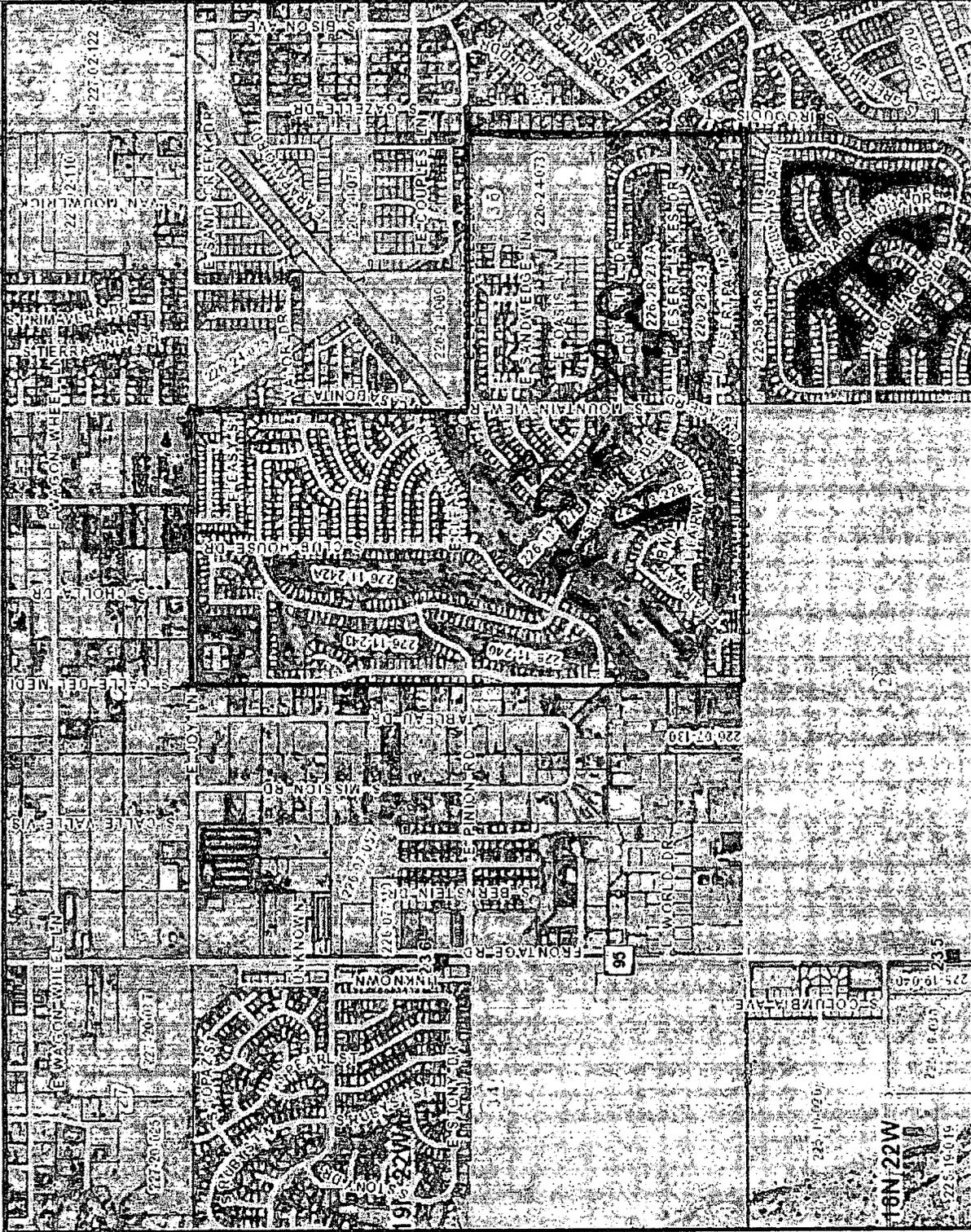
ATTEST:

Pat Chastain
 Pat Chastain, Clerk

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RECORDED IN OFFICIAL RECORDS
 OF MOHAVE COUNTY, ARIZONA
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 Jane Mc... County Recorder
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(approximate scale)

Map Created: 10/15/2018

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#93- 24565 BK 2214 PG 976
OFFICIAL RECORDS OF MOHAVE COUNTY AZ.
JOAN McCALL, MOHAVE COUNTY RECORDER
05/05/93 3:30 P.H. PAGE 1 OF 2
MOHAVE COUNTY BOARD OF SUPERVISORS
RECORDING FEE 0.00 NC

RESOLUTION NO. 93-122

RESOLUTION SETTING FORTH THE APPROVAL OF AN AMENDMENTS TO CLARIFY REZONING RESOLUTIONS THAT ESTABLISHED SD/R (SPECIAL DEVELOPMENT/RESIDENTIAL) ZONING FOR DESERT LAKES SUBDIVISION TRACT 4076 BY INCLUDING SPECIFIC SETBACK REQUIREMENTS FOR ALL LOTS, LOCATED IN THE SOUTH MOHAVE VALLEY, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on May 3, 1993, a public hearing was conducted to determine the approval of the an amendment to clarify rezoning resolution that established SD/R (Special development/Residential) Zoning for Desert Lakes, Tract 4076 subdivision by including specific setback requirements for all lots, located in the South Mohave Valley area, and

WHEREAS, the Board of Supervisors Resolution Number 89-116 established the SD/R (Special Development/Residential) rezoning, and

WHEREAS, in the body of the rezone resolution it states in part "The CC&R's presented set the rear yard setbacks at twenty (20`) feet when zoning for a R-0 states twenty-five (25`) feet...", and

WHEREAS, Article six (6) in part "All buildings and projections thereof on lots not adjacent to the golf course being,..., shall be constructed not less than twenty (20`) feet back from the front and rear property lines and five (5`) feet from side property lines."

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on April 14, 1993 the Commission recommend conditional APPROVAL of the requested amendment with the applicant understanding and accepting the following conditions:

1. That the setbacks shall be not less than twenty (20`) feet back from the front and rear property lines and five (5`) feet from side property lines.
2. That all conditions of BOS Resolution Number 89-116 be met.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, May 3, 1993

Resolution No. 93-122

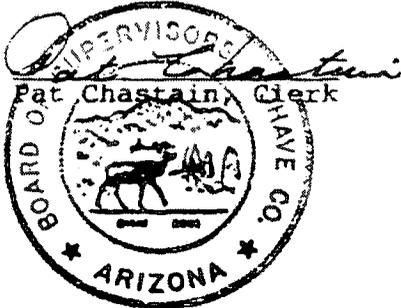
Page 1

approved this Amendment to clarify rezoning resolutions that established SD/R (Special Development/Residential) zoning for DESERT LAKES subdivision, Tract 4076 by including specific setback requirements for all lots, as outlined here in.

MOHAVE COUNTY BOARD OF SUPERVISORS

ATTEST:


Sam Standerfer, Chairman



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bad



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98060608 BK 3173 PG 388
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ
JOAN MC CALL, MOHAVE COUNTY RECORDER
10/07/1998 02:38P PAGE 1 OF 3
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.

RESOLUTION NO. 98-348

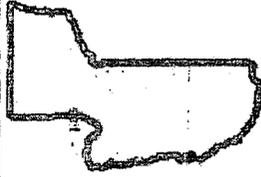
Page 2

- 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 Development/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.

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.



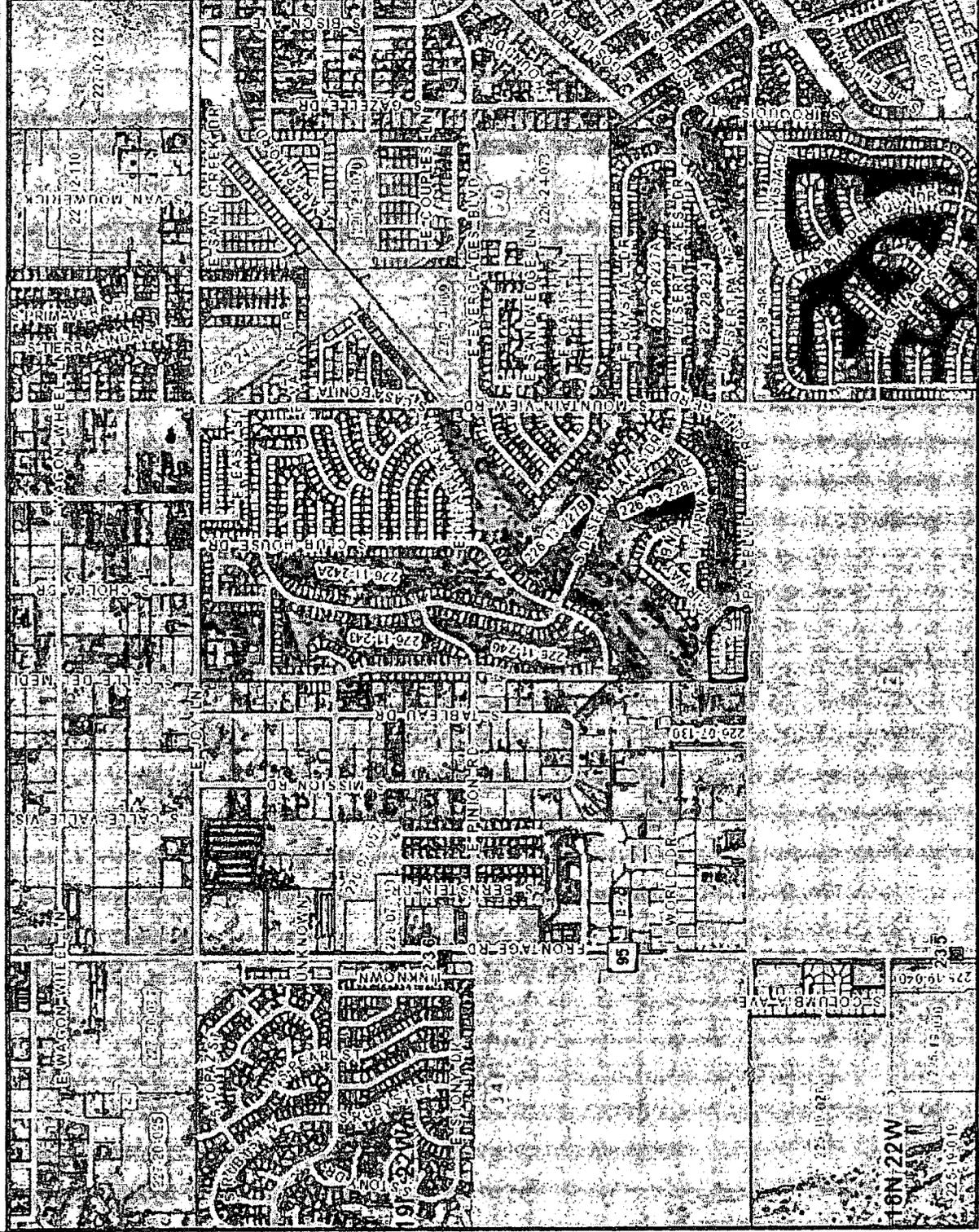
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(approximate scale)

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EXHIBIT 2
ADRE Reports
11 pages

SUBDIVISION PUBLIC REPORT

FOR

DESERT LAKES GOLF COURSE & ESTATES, UNIT H, TRACT 4159

→ **aka DESERT LAKES GOLF COURSE & ESTATES TRACT 4159**

Registration No. DM00-026223

SUBDIVIDER

→ **DEWEY D. DAVIDE AND ANGELO RINALDI**
P. O. BOX 8858
FORT MOHAVE, ARIZONA 86427

May 1, 2001

Effective Date

DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land. The application and public report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department; all the information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

ARIZONA DEPARTMENT OF REAL ESTATE

PHOENIX OFFICE:
2910 N. 44th Street
First Floor
Phoenix, Arizona 85018
(602) 468-1414 ext. 400

TUCSON OFFICE:
400 West Congress
Suite 523
Tucson, Arizona 85701
(520) 628-6940

COMMON, COMMUNITY AND RECREATIONAL FACILITIES

Within the Subdivision: There are no other subdivision facilities included in this offering.

 **Within the Master Planned Community:** There are no other subdivision facilities included in this offering.

ASSURANCES FOR COMPLETION

Assurances for Completion of Subdivision Facilities: All facilities have been completed up to the lot lines.

Assurances for Maintenance of Subdivision Facilities: The individual utility companies will be responsible for maintenance of their facilities and the streets will be maintained by the Mohave County. As stated in the recorded Declaration of Covenants, Conditions and Restrictions and existing zoning requirements.

LOCAL SERVICES AND FACILITIES

Schools: Mohave Valley Elementary / Joy Lane Elementary Schools are located immediately West of the subdivision. Mohave Valley Junior High School is approximately 4 miles South and Colorado River Valley High School is approximately 8 miles South.

SCHOOL ASSIGNMENTS AREA SUBJECT TO CHANGE. PROSPECTIVE PURCHASERS SHOULD CONTACT SCHOOL DISTRICT FOR VERIFICATION OF SCHOOLS.

SCHOOL FACILITIES AND BUS SERVICE MAY CHANGE. YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

Shopping Facilities: Safeway Shopping Center is located on the corner of Highway 95 and Aztec Road, approximately 1 mile from subdivision.

Public Transportation: Daily commercial air and bus service is available in Bullhead City, approximately 9 miles North of the subdivision.

Medical Facilities: Western Arizona Regional Medical Center, 2735 Silver Creek Road, Bullhead City, approximately 9 miles North of the subdivision.

Fire Protection: Fire protection is provided at no cost to the lot purchaser by Fort Mohave Fire Department.

STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE
SUBDIVISION PUBLIC REPORT

FOR

Desert Lakes Golf Course and Estates, Unit E, Tract No. 4163

Registration No. DM03-031114

SUBDIVIDER



T & M Ranching & Development, L.L.C., an Arizona limited liability company
2550 N. Thunderbird Circle #115
Mesa, AZ 85215

February 5, 2003

Effective Date

PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land but is provided for informational purposes ONLY. The report reflects information provided by the subdivider 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. **NOTE** that not all of the information in this report has been verified by the Department; certain information has been accepted by the Department as true and accurate based on attestation of the subdivider and/or the subdivider's agents. You should verify all facts before signing any documents. The Department has not passed upon the quality or quantity of any improvement or structure and does not assume responsibility in either event.

PHOENIX OFFICE:
2910 N. 44th Street
First Floor
Phoenix, Arizona 85018
(602) 468-1414 ext. 400

TUCSON OFFICE:
400 West Congress
Suite 523
Tucson, Arizona 85701
(520) 628-6940

COMMON, COMMUNITY AND RECREATIONAL FACILITIES

Within the Subdivision: None

➔ **Within the Master Planned Community:** Desert Lakes Golf Course and Estates, There are no common areas.

ASSURANCES FOR COMPLETION

Assurances for Completion of Subdivision Facilities: All subdivision improvements are completed.

Assurances for Maintenance of Subdivision Facilities: Mohave cCounty will be responsible for maintenance of the streets. The utility companies will be responsible for maintenance of their facilities.

LOCAL SERVICES AND FACILITIES

Schools: Fort Mohave Grade School is approximately 9 miles, Desert Lakes Jr. High School is approximately 1 miles and Laguna High School is approximately 10 miles from the subdivision.

SCHOOL FACILITIES AND BUS SERVICE MAY CHANGE. YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

Shopping Facilities: Safeway and Smiths Food Store, are approx. 3 miles north from the subdivision at Highway 95 and Aztec Rd.

Public Transportation: Air travel is available by way of Bullhead Laughlin Airport and Sun Valley Airport

Medical Facilities: Western Arizona Regional Medical Center, 2735 Silver Creek Rd., Bullhead City, AZ

Fire Protection: Ft. Mohave Fire Dept.

Ambulance Service: 911 service area

Police Services: Mohave County Sheriff's Department

Garbage Services: Commercial Refuse Service at a cost to purchasers in the amount of \$33.60 per quarter.

STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE

SUBDIVISION PUBLIC REPORT

FOR



FAIRWAY ESTATES TRACT 4097C

Registration No. DM04-048902

SUBDIVIDER

FAIRWAY CONSTRUCTORS, INC.

109 East Third Street
San Bernardino, CA 92410
909-884-8217

October 7, 2004
Effective Date

PROPERTY REPORT DISCLAIMER

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Tucson, Arizona 85701
(520) 628-6940

Within the Subdivision: Clubhouse with spa, pool, tennis courts, basketball court, exercise track.

→ **Within the Master Planned Community:** Same as above.

ASSURANCES FOR COMPLETION

Assurances for Completion of Subdivision Facilities: Facilities are complete.

Assurances for Maintenance of Subdivision Facilities: Fairway Estates Home Owners Association is responsible for continuing maintenance. Association fees are \$35 per month per lot.

LOCAL SERVICES AND FACILITIES

Schools: Elementary school is approximately 500 yards from subdivision, junior high school is approximately 4 miles from subdivision, high school is approximately 8 miles from subdivision and Mohave Community College is approximately 4 miles from subdivision.

SCHOOL FACILITIES AND BUS SERVICE MAY CHANGE. YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

Shopping Facilities: Approximately 3 miles from the subdivision.

Public Transportation: None

Medical Facilities: Colorado River Medical Center is approximately 2 miles from the subdivision and the Western Arizona Regional Medical Center is approximately 14 miles from the subdivision.

Fire Protection: Provided by Fort Mojave Mesa Fire Department at no cost.

Ambulance Service: Ambulance service is available to the subdivision.

Police Services: Provided by Mohave County Sheriff.

Garbage Services: Tri-State Disposal at \$34 per quarter.

LOCATIONS AND COSTS OF THE ABOVE SERVICES AND FACILITIES MAY CHANGE. YOU SHOULD VERIFY THEIR CURRENT LOCATIONS AND COSTS PRIOR TO PURCHASE.

SUBDIVISION USE AND RESTRICTIONS

Use: This offering is for improved lots only.



Arizona Department of Real Estate (ADRE)
Investigations and Development Services Division
www.azre.gov
developments@azre.gov / investigations@azre.gov

JANICE K. BREWER
GOVERNOR

JUDY LOWE
COMMISSIONER

PHOENIX OFFICE
2910 N. 44th STREET STE-100
PHOENIX, AZ 85018

SUBDIVISION DISCLOSURE REPORT
(PUBLIC REPORT)

FOR

Desert Lakes Golf Course and Estates Tract 4076-A

→ **aka Desert Lakes Golf Course and Estates**

Registration No.DM14-057210

SUBDIVIDER

→ Glen L. Ludwig and Pearle A. Ludwig,
Trustees of the Ludwig Family Trust dated December 15, 1989
→ Fairway Constructors, Inc. an Arizona corporation
5890 Highway 95, Suite B
Fort Mohave, Arizona 86426

Effective Date

June 11, 2014

PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land. The application and Subdivision Disclosure Report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department. All the information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

GENERAL

→ **This report includes:** Lot 35, Block A, Lots 53 and 67, Block B, Lot 14, Block C, Lots 3, 7, 12, 13, and 42 Block E and Lot 2, Block H, Desert Lakes Golf Course and Estates, Phase I, Tract 4076-A

The map of this subdivision is recorded in Fee Number 89-26061 records of Mohave County, Arizona.

The subdivision is approximately 92.98 acres in size. It has been divided into 241 lots. Lot boundaries will be staked at lot corners and radii.

YOU ARE ADVISED TO OBTAIN A COPY OF THE RECORDED MAP AND CORRECTION DOCUMENTS, IF ANY, AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREIN.

SUBDIVISION LOCATION

→ **Location:** Approximately 3 miles south of Bullhead City to Joy Lane and 1 mile east to Mountain View Road and Desert Lakes Drive, Fairway Estates, Mohave County, Arizona.

UTILITIES

Electricity: Mohave Electric Cooperative (MEC), Ph. 928-763-4115, www.mohaveelectric.com

Facilities are completed to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. Monthly service charge is \$16.50 plus tax. Purchaser will be required to pay an establishment fee of a \$400.00 refundable deposit or provide a letter of credit and \$40.00 service fee.

Telephone: Frontier Communications, Ph. 928-763-1122, www.frontier.com

Facilities are complete to lot line. Cost to complete facilities from lot line to dwelling is included in the price of the home. The basic monthly service charge is approximately \$17 plus tax. Purchaser will be required to pay a \$20.00 establishment fee.

Cable: Suddenlink, (928) 758-4844, www.suddenlink.com

SUBDIVISION CHARACTERISTICS

Topography: Gently sloping to southwest

Flooding and Drainage: Subdivider advises this subdivision is not subject to any known flooding or drainage problems.

Glen L. Ludwig, P.E. of Ludwig Engineering Associates, Inc. in his letter dated April 15, 2014 states that:

Desert Lakes Estates and Golf Course is a recorded subdivision with tract numbers 4076-A thru 4076-H that consists of 575 home sites. The Final Plat of Tract 4076-A was recorded in 1988.

These home sites were constructed on graded and compacted pads. Drainage consideration included finished grading of the pads that slope away to the streets and golf course.

Desert Lakes Estates and Golf Course, including the subject tract had been designated as a flood channel with consideration of the home sites draining to the streets.

Soils: Subdivider advises this subdivision is not subject to expansive or subsidence soils. Soil consists of sand and gravel with mixture of silt with occasional cobbles.

Glen L. Ludwig, P.E. of Ludwig Engineering Associates, Inc. in his letter dated April 15, 2014 states that:

The soils of the site are granular and decomposed granite materials. Expansion or shrinkage of the soils when moistened is not considered to be a problem on these sites.

Adjacent Lands and Vicinity: The zoning surrounding the properties is predominantly R-O (Single-Family Residential/Manufactured Homes Prohibited) and R-1 (Single-Family Residential), with A-R (Agricultural-Residential) and R-E (Residential-Recreation) for most larger parcels over one acre in size. Golf course parcels in the Desert Lakes Golf Course are zoned S-D/C (Special Development/Commercial). Properties along State Highway 95 have mostly commercial zonings including C-2 (General Commercial), C-2H (General Commercial Highway Frontage) and C-MO (Commercial Manufacturing/Open Lot Storage). A block of properties on the north side of Lipan Boulevard between the Desert Lakes Golf Course and Estates and State Highway 95 are zoned M (General Manufacturing).

The Fort Mojave Indian Reservation lands are located within 5 miles of the project. On the Reservation land uses include agricultural, commercial, industrial and residential.

SUBDIVISION IS LOCATED WITHIN TERRITORY IN THE VICINITY OF LAUGHLIN BULLHEAD AIRPORT. FLIGHTS MAY PRODUCE AIRCRAFT NOISE AS A RESULT OF FLIGHT OPERATIONS.

TITLE

 **Title to this subdivision** is vested in Glen L. Ludwig and Pearle A. Ludwig, Trustees of the Ludwig Family trust dated December 15, 1989 as to Lot 35, Block A; Lot 53 Block B; Lot 14, Block C; Lots 7, 12, 13, and 42 Block E; and Lot 2, Block H; and Fairway Constructors as to Lot 67, Block B, and Lot 3 Block E. All lots are located within Tract 4076-A.

Subdivider's interest in Fee owner

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 title are listed in the Preliminary Title Report dated May 18, 2014 issued by Chicago Title Insurance Company. **You should obtain a title report and determine the effect of the listed exceptions.**

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

METHOD OF SALE OR LEASE

Sales: Sales will be processed by an Arizona licensed escrow and title company engaged in business in Mohave County, Arizona. Title to the property will be conveyed to Buyer at the close of escrow. Escrow will not close before a certificate of occupancy issues.

Upon execution of the purchase contract, Buyer will be required to deposit earnest money into escrow. This earnest money deposit is non-refundable and will be immediately released from escrow and paid to Seller. These sums represent costs to be incurred to draw plans and specifications and are included in the sales price. The balance of the purchase price must be paid into escrow on or before the closing date.

YOU ARE ADVISED THAT EARNEST MONEY DEPOSITS, DOWN PAYMENTS AND OTHER ADVANCED MONEY WILL NOT BE PLACED IN A NEUTRAL ESCROW. SUCH MONEY WILL BE PAID DIRECTLY TO THE SELLER AND MAY BE USED BY THE SELLER. THIS MEANS THE PURCHASER ASSUMES A RISK OF LOSING SUCH MONEY IF THE SELLER IS UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THE PURCHASE CONTRACT.

Schedule B

1. Unpatented mining claims; water rights, claims or title to water; reservations or exceptions in patents or in acts authorizing the issuance thereof, including but no limited to those shown in the Patent to said land, whether or not of public record.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2014.
3. Taxes and assessment collectible by the County Treasurer for the Tax year 2013.
4. The liabilities and obligations against said land by reason of its inclusion within the boundaries of the following districts.: MOHAVE VALLEY ELEMENTARY SCHOOL DISTRICT; COLORADO RIVER UNION HIGH SCHOOL DISTRICT; FORT MOJAVE MESA FIRE COMPANY DISTRICT and MOHAVE VALLEY IRRIGATION and DRAINAGE DISTRICT.
5. Easements, set-backs, reservations and restrictions, as shown on the recorded plat of said subdivision.
6. All matters set forth in Covenants, Conditions and Restrictions in the Declaration of Restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income, or national origin, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as contained in instrument recorded in Book 1554 of Official Records, page 197.
7. The reservation of all oil, gas, coal and other minerals in said land, together with the right to extract the same, but only from a depth of 500 feet below the surface thereof, as set forth in Deeds recorded in Book 96 of Deeds, page 73, and in Book 1517 of Official Records, page 367.
8. The effect, if any, of said land lying within a Flood Prone Area.

NOTE: No further matters affecting the subject property appears of record in the indices of Mohave County through the date of this report

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EXHIBIT 3

**Pertinent Quotes from BOS Meeting October 3, 2016
Bulleted and underscored by Plaintiff**

6 pages

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

Chairman Bishop opened the public hearing.

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

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

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

Chairman Bishop opened the public hearing.

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

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

Chairman Bishop closed the public hearing.

Motion was made by Supervisor Moss to approve Item 36.

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

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

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

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

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

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

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

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

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

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

- Supervisor Johnson stated Mr. Hont you were talking about staking and doing all of this manual labor, it's the person requesting that's paying us for that right, we're not doing this out of a...
- Director Hont responded no we didn't charge for that because it's for the entire subdivision and it's not their fault. He then stated basically what happened, and Chris Ballard can explain this a lot better than I can, it happened before I came to that position that they had their own special zoning and with a Resolution they established a setback which doesn't match the County setback and then we changed the County zoning ordinance recently not too long ago where we changed the setback to 15 feet from 20 feet for the entire County and then we discovered that these folks will not be covered by that because of their ordinance, original ordinance, so to correct that we proposed that we give this subdivision an option to join in with the rest of the County and they have the same setback as everybody else in the County.
- Supervisor Johnson stated okay I guess I mean if I was somebody that lived in this subdivision and I bought in there and I don't know if there's protected views or not but I knew that the setbacks were right along the road here and I would do it now if somebody comes in and builds five foot farther in front of me and we are allowing that it seems to me that we can be liable for some kind of a take on that. He then stated I mean I can't imagine, I can tell you in Lake Havasu they would lynch you for doing something like that that would not go over at all. He stated I don't see why that's becoming an issue now in that subdivision and why we're getting involved in it.

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

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

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

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

Nancy Knight inquired can I speak to that?

Chairman Bishop stated yes go ahead.

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

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

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

Chairman Bishop inquired Attorney Ekstrom is that legal?

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

Supervisor Angius stated we do it all the time.

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

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

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

Chairman Bishop opened the Public Hearing.

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

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

Chairman Bishop closed the Public Hearing.

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

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

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

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

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