

2/0

1 NANCY KNIGHT  
2 1803 E. Lipan Circle  
3 Fort Mohave, AZ 86426  
4 928-768-1537  
5 nancyknight@frontier.com

FILED  
BY: D. YELLOWHAIR  
2019 APR 12 PM 2:18  
JACOB TYNELL  
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**

**MOTION FOR RECONSIDERATION  
OF  
DECLARATORY JUDGMENT**

**Honorable Judge Gordon**

21 Comes now Plaintiff Pro Per Nancy Knight respectfully petitioning for  
22 reconsideration of a Declaratory Judgment that was denied "as inappropriate at this  
23 time", on or about March 8, 2019. A status conference was held on April 11, 2019 with  
24 the Honorable Judge Gordon whereby the Plaintiff requested an extension of time for  
25 items on the November 2018 Proposed Scheduling Order for the purpose of filing  
26 multiple pleadings including this Declaratory Judgment reconsideration in an effort to  
27 exhaust all administrative remedies and for pleadings for Plaintiff's enforcement rights.  
28



1 Pursuant to the uniform declaratory judgments act, plaintiff cites specific Arizona  
2 statute sections 12-1842, 12-1835, 12-1831, 12-1833, and 12-1838.

3  
4 Pursuant to 12-1842, its purpose is to settle and to afford relief from uncertainty  
5 and insecurity with respect to rights, status, and other legal relations; and is to be liberally  
6 construed and administered. Such declaration shall have the force and effect of a final  
7 judgment or decree.

8  
9 The relief from uncertainty and insecurity with respect to the Plaintiff's rights,  
10 status, and other legal relations arises from the Defendant's allegations that prior to this  
11 action no efforts to enforce the CC&Rs were undertaken. These allegations are patently  
12 false.

13  
14 In 1998, zoning of Parcel VV was changed to abide in the CC&Rs that prohibited  
15 multifamily housing. In 2005, imposed side yard steel rail fencing design/materials was  
16 enforced by T&M Development upon a block wall fence contractor. Plaintiff herself has  
17 been a party to enforcement of the CC&Rs for a number of violations. (a) In 2016,  
18 cordial enforcement with Paul Garcia of the golf course via email and phone  
19 conversations for debris on the golf course. (b) The extreme and expensive litigation in  
20 case CV 2016 04026 resulting in mediation for restoration of fence design/materials on  
21 an adjacent neighbor's rear yard fence. (c) In same mediation, restoration of the  
22 Plaintiff's side yard fence that had been trespassed upon with violations of both fence  
23 height and removal of the steel rail design/materials. (d) Plaintiff also received multiple  
24 occasions of assistance from the Mohave County Road Department for the clearing away  
25  
26  
27  
28

1 of road demolition debris by a pipe company and notice to the pipe company in 2018 to  
2 never do it again.

3  
4 Supra exhibits 1a, 1b of written enforcement between cordial neighbors and the  
5 photographic evidence of the debris violation pursuant to paragraph 11 of the CC&Rs  
6 that is being removed over time to accommodate the need for fill dirt throughout the golf  
7 course property.

8  
9 Supra exhibit 2 was the photo on Oct. 30, 2017 that Mohave County effectively  
10 assisted with enforcement for the removal of the pipe contractor's debris.

11  
12 **Exhibit A** - pertinent parts of the mediation transcript from CV 2016 04026. The  
13 steel rail fence design cited in the CC&Rs are protected rights of views of the golf course  
14 and surrounding area for which the Plaintiff purchased her home in 2010.

15  
16 **Exhibit B** - Russels Ironworx 2005 permit drawing of the Plaintiff's side yard  
17 fence depicted as solid block whereby T&M Development's imposed upon CC&Rs for  
18 steel rails for 15 feet of side yard fences was enforced. Drawing legend: hash marks  
19 depict steel rails; solid line depicts solid block that was corrected to steel rails at T&M  
20 Development's request. Page 2 is the application. Page 3 displays the 15 feet of imposed  
21 upon side yard steel rails in the 2010 photo printed from the repossessed home's ad.

22  
23 **Exhibit C** – Map of Parcel VV identifying it as zoned for future Multifamily  
24 dwellings.

25  
26 **Exhibit D** - Resolution 98-348 identifying Sterling Varner as the developer  
27 representative for a zoning change of Parcel VV.

1           **Exhibit E** - The CC&Rs, paragraph 16 (2 pages), expressly forbids multifamily  
2 dwellings hence this restriction was imposed upon the owner/developer of Parcel VV  
3 with the subsequent rezoning to 32 single family lots. Included in the resolution was  
4 approval by the County for ten foot rear yard setbacks for all 32 re-subdivided lots.  
5

6           **Exhibit F** - It is unclear why the County approved a ten foot setback in 1998 when  
7 the 1993 resolution (93-122) cited Special Development Residential zoning setbacks of  
8 20 feet for the entire Desert Lakes Golf Course and Estates Tract 4076.  
9

10           Plaintiff alleges, based on the above evidence that the CC&Rs have not been  
11 abandoned and they have been actively pursued by the Plaintiff and others with authority  
12 and/or imposition.  
13

14           Further, Desert Lakes Subdivision Tract 4076 and all phases of development for  
15 various subdivision tract numbers within the master planned 300+ acres has never had a  
16 Homeowner Association. No individual property owner has a fiduciary duty to enforce  
17 the CC&Rs but individuals do have a legal right to enforce through prosecution as duly  
18 noted in the CC&Rs and by the Court on April 2, 2018 for the Plaintiff's right to  
19 prosecute in Tract 4076-B citing "the CC&Rs run with the land".  
20  
21


22           The Plaintiff has been adjudicated the legal right to prosecute in Tract 4076-B and  
23 needs the Court to afford relief from uncertainty and insecurity with respect to Plaintiff's  
24 rights under the Defendant's allegations that the CC&Rs have never been enforced and  
25 therefore have been abandoned.  
26

27           The Plaintiff would suffer substantially if the Court should deny this Declaratory  
28 Judgment. (a) Another acrimonious adjacent neighbor could impede her views again if

1 this uncertainty and insecurity regarding past enforcements. The Plaintiff seeks  
2 adjudication the CC&Rs have not been abandoned. (b) The existing matter before the  
3 Court is an ongoing suffering for the Plaintiff. The Defendants have, since April 2, 2018,  
4 continued to violate the setbacks on at least two homes to date within the Plaintiff's view  
5 or in her regularly travelled path (the Grice home and the Sanaye home). (c) Defendants  
6 will continue to abuse the rules that are intended to be a mutuality of burden and benefit  
7 to all lot owners in Desert Lakes Golf Course and Estates Tract 4076 until the matter of  
8 uncertainty and insecurity is resolved and the Plaintiff's Injunctive Reliefs sought can  
9 proceed.

10  
11  
12  
13 Plaintiff pleads for a Court Ruling/Order in a Declaratory Judgment that Desert  
14 Lakes Golf Course and Estates Tract 4076-B CC&Rs have never been abandoned and  
15 have been enforced.

16  
17 RESPECTFULLY SUBMITTED this 12<sup>th</sup> day of April, 2019

18  
19   
20 Nancy Knight  
21 Plaintiff Pro Per

22  
23 Copy of the foregoing was emailed on April 12, 2019 to:  
24 [djolaw@frontiernet.net](mailto:djolaw@frontiernet.net)  
25 Attorney for the Defendants

26 The Law Office of Daniel Oehler  
27 2001 Highway 95, Suite 15,  
28 Bullhead City, Arizona 86442

# Exhibit A

3

1 agreement on the record?

2 MR. MOYER: Your Honor, I believe I've been  
3 assigned.

4 THE COURT: Mr. Moyer, we'll let you take a shot  
5 at it.

6 MR. MOYER: Well, thank you, your Honor, very much  
7 for remaining, and staff also, to allow us to bring this  
8 matter to a conclusion.

9 The terms of the settlement are that plaintiff  
10 Knight will hire or shall hire a licensed contractor to  
11 repair, replace or otherwise modify a wall that separates  
12 the plaintiff's property from that of defendant Edwards;  
13 and the modification will be such that it will bring the  
14 -- what is referred to as the side wall into compliance  
15 with the standards set forth in the subject CC&Rs for the  
16 property.

17 In addition, the Knights may, at their option,  
18 modify a portion of the rear wall on the Edwards'  
19 property to bring that portion into compliance with the  
20 standards set forth in the existing CC&Rs.

21 The Edwards will allow the Knights contractor  
22 reasonable access to their property to perform the  
23 necessary work.

24 All work will be completed within 6 months after the  
25 date of the settlement.

Legend - Hash marks = Steel Rail

City Permits System Solid Line

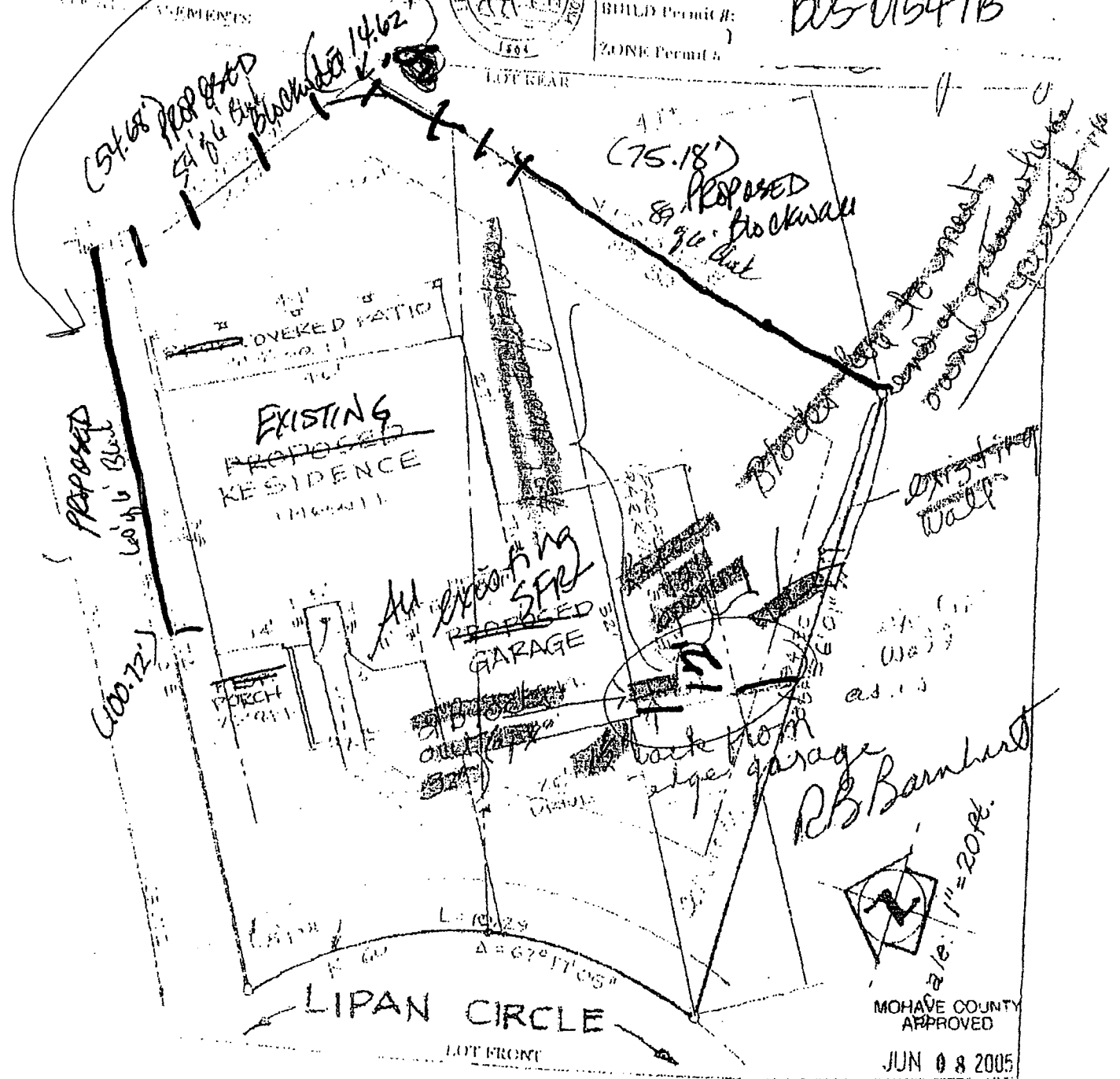
= Solid Block



Project #  
PERM #  
EUP Permit #  
BUILD Permit #  
ZONIC Permit #

Permit-03746

BOS 0154713



MOHAVE COUNTY APPROVED

JUN 08 2005

Street Address: 1803 LIPAN CIRCLE

Subdivision: DESERT LAKES GOLF COURSE & ESTATES

Unit #: Tract: 4163 Block: "B" Lot: 889

Assessor's Parcel Number: 226 23 009A

Property Owner of Installer:

928-763-8967 1577 Kanar Rd Bullhead

# Mohave County Permit Application Worksheet

Project # PCU-03746  
Route:  
Permit # 005-01547B



## Residential

Doc #

### Base Information

1. Type of Permit:  Single Family  Mobile Home  Change of Use  Septic Only  Power Pole Only  Travel Trailer

Type of Improvement: Bluxell

2. Applicant's Name: Russells Ironwork

Mailing Address: 4081 Arcadia Lane

City: FT. Mohave State: AZ Zip: 86426

3. Contact Name: Larry Russell Phone: (928) 763-1112

Property Owner's Name: T.S. Properties

Mailing Address: 1803 Lipan Cir.

City: FT. Mohave State: AZ Zip: 86426

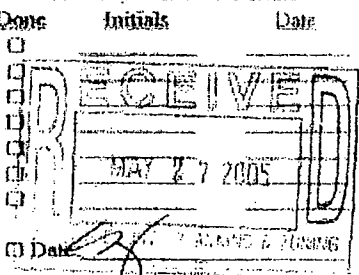
4. Permit Site Location Address: 1803 Lipan Cir.

House No. Street Dir. Street Name

5. Legal Description:

- Assessor Parcel Number: 226-33-009A Parent Parcel  Yes
- Subdivision Name: Desert Lakes
- Unit/Tract/Lot/Block: E. 19163, 1849, 1, B
- Township/Range/Section: 14N 1, 22E 13W

6. Plot Plan Drawing (see instructions on plot plan form)



### Cable Works, Flood Control Division

7. Is there an existing structure?  Yes  No  Flood \$

7A. Previous PFD#: Previous FUP#:

### Environmental Health Division

8. Is there an existing system?  Yes  No

8A. Is this a regular septic?  Yes  No, Alternative system?  Yes  No

9. Soil Percolation Rate: Please attach Percolation Test/Soil Log Report

10. Septic Tank Size: Manufacturer:

10A. Septic Contractor: License #:

Or Owner/Builder:  Yes  No

11. Number of bedrooms or potential bedrooms:

11A.  BHC Municipal  LHC Municipal  KGMN Municipal

### Planning & Zoning Division

12. Zoning: R21

13. Mobile Home Information:

Make: Size: # Beds: Year:  Zoning \$

State #: Hud #:

Mobile Home Installer Name:  Bldg \$

License #: Address:

Phone:  P/C \$

14. Construction Drawings: (Residential - 2 Complete Sets)  Other \$

15. Architect/Engineer:

16. Water Source:  Well  Other

17. Sanitation:  Sewer  Septic (Septic Permit # XXXX)  Total \$

18. Contractor Information (Names & License #'s)

- General Contractor: Russells Ironwork License #: 1169052a  Less Deposit \$
- Electrical Contractor: License #:
- Plumbing Contractor: License #:  Balance Due \$
- Mechanical Contractor: License #:

19. Bond Exemption:

20. GRADING PERMIT: Material amount (cubic yards)?

2005  
made  
7



Exhibit B - pg 3

2010 Photo of

Rear yard &

Side yard fence

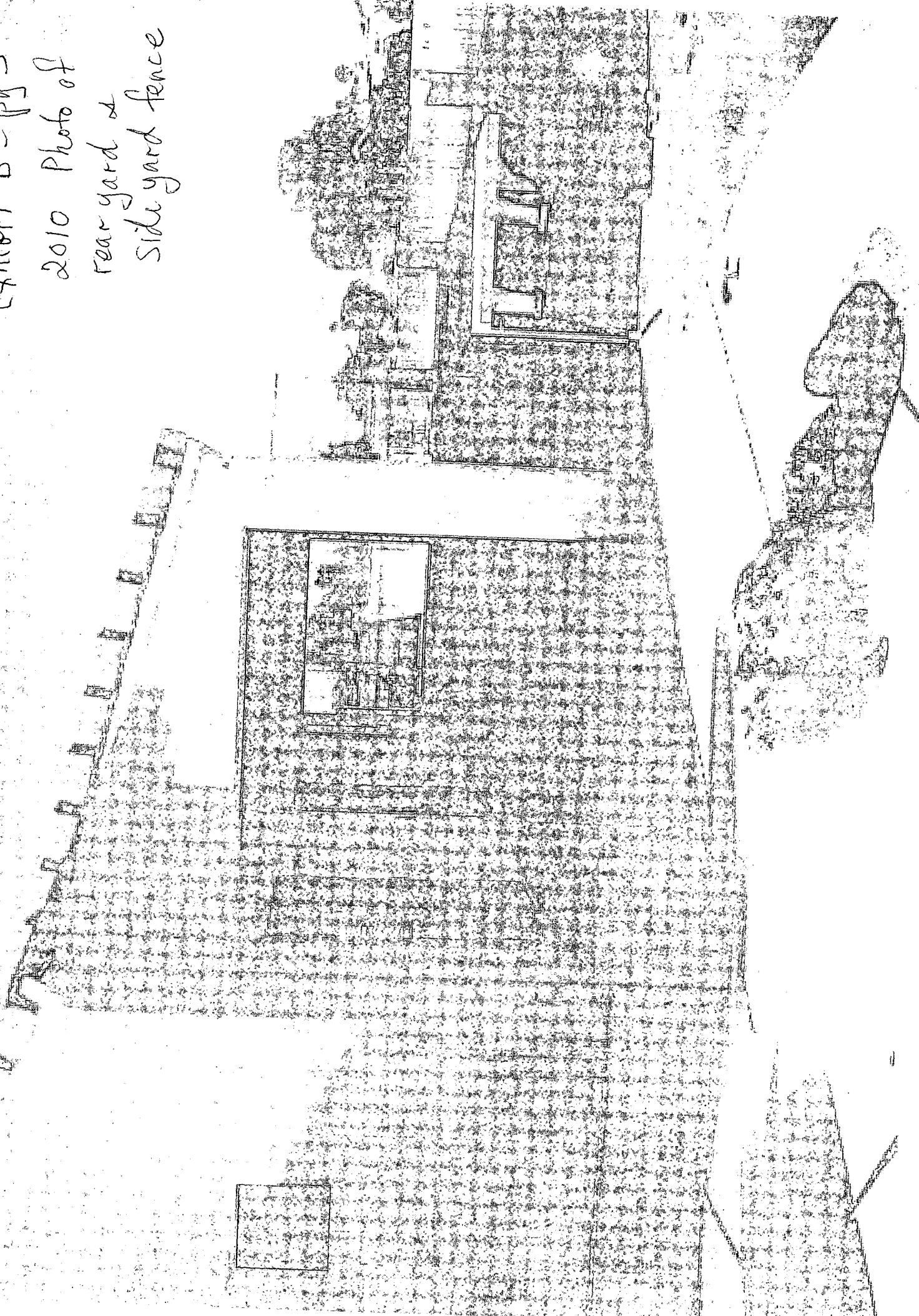
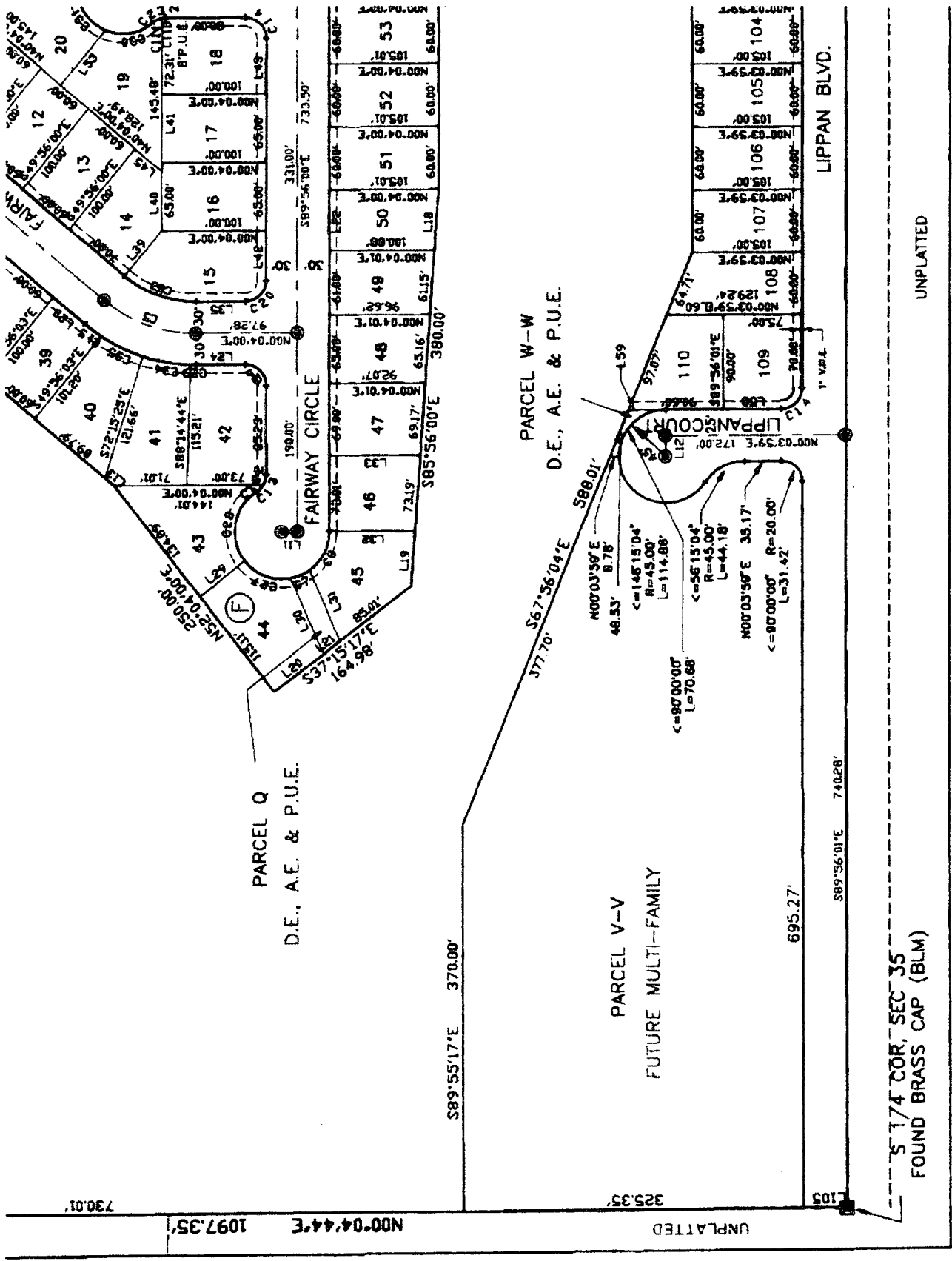


Exhibit C



PARCEL Q  
D.E., A.E. & P.U.E.

PARCEL W-W  
D.E., A.E. & P.U.E.

PARCEL V-V  
FUTURE MULTI-FAMILY

LIPPAN BLVD.

S 174 COR, SEC 35  
FOUND BRASS CAP (BLM)

UNPLATTED

730.01

1097.35

N00°04'44"E

UNPLATTED

325.35

105

S89°55'17"E 370.00'

S67°56'04"E 377.70'

N00°03'59"E 48.53'

<=146°15'04"  
R=45.00'  
L=114.88'

<=90°00'00"  
L=70.68'

<=56°15'04"  
R=45.00'  
L=44.18'

N00°03'59"E 35.17'  
<=90°00'00" R=20.00'  
L=31.42'

695.27'

S89°56'01"E 740.28'

1" V.P.E.

LIPPAN BLVD.

UNPLATTED

3  
BAS

Varner & Parcel V-V  
CCAK  
10/7/98  
10/7/98

Exhibit D  
4pg

INDEXED MICROFILMED



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.

**RESOLUTION NO. 98-348**

**Page 3**

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors, at their regular meeting on Monday, October 5, 1998, **APPROVED** this Rezone as recommended by the Mohave County Planning and Zoning Commission and outlined herein.



**MOHAVE COUNTY BOARD OF SUPERVISORS**

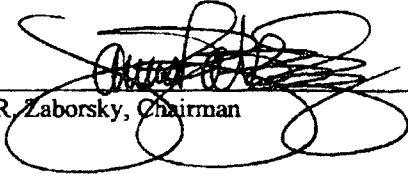
  
\_\_\_\_\_  
James R. Laborsky, Chairman



Exhibit E  
2 PG

walls visible from the street must be decorative and shall not be of wire, chain link, or wood or topped with barbed wire, except that on all lots adjacent to fairway lots the rear fences shall be of wrought iron construction for a total fence height of five feet (5') black in color which shall continue along the side lot line for a distance of fifteen feet (15'). Access to the golf course from lots adjacent to the golf course is prohibited.

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

10. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, provided, however, that personal pets such as dogs, cats or other household pets may be kept, but shall be fenced or leashed at all times.

11. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain upon said lot. In the event of any owner not complying with the above provisions, the corporation whose members are the lot owners, Declarant, or its successor and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

12. No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots, improved or otherwise, provided, however, that an owner may place on his improved lot "For Sale" signs, "For Lease" signs or "For Rent" signs so long as they are of reasonable dimensions.

13. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer. Septic tanks, cesspools and other individual sewage systems are expressly prohibited. Water and energy conservation devices including but not limited to toilets, shower heads, water heaters, and insulation shall be used whenever feasible. Low water use vegetation shall be used whenever possible in landscaping.

14. The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pickup.

15. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.

16. No person shall use any premise in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration as set forth herein and in part "B" hereof. Multiple

→ family dwellings, including apartments, condominiums, town houses and patio homes are expressly forbidden.

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

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

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

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

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



Exhibit F

2 pg

MICROFILMED

INDEXED 215

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



Tract 4076  
subdivision  
setbacks

RESOLUTION NO. 93-122

notes

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

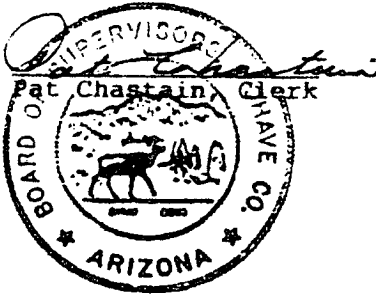
Resolution No. 93-122


Page 2

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