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WIRLYNN TINNELL
SUPERIOR COURT CLERK

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

Plaintiff Pro Per

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

NANCY KNIGHT

Plaintiff,

and

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

Defendants.

Case No.: **CV 2018 04003**

**MOTION FOR
RECONSIDERATION OF
DECLARATORY JUDGMENT
ON SIGNAGE**

**New evidence from the Arizona
Department of Real Estate**

Honorable Judge Jantzen

Comes now Plaintiff Pro Per Nancy Knight respectfully petitioning for
Reconsideration of a Declaratory Judgment regarding Defendants' business advertising
signage on unimproved lots in Desert Lakes Golf Course and Estates Tract 4076 in
violation of Covenants, Conditions, and Restrictions (hereinafter "CC&Rs") cited
consistently for all Desert Lakes' Tracts and specifically cited in Book 1641, page 898,
para. 12 for Phase II development of Tract 4076 designated as Tract 4076-B. **Exhibit 1 –**
CC&R page 898.



1 Plaintiff had alleged that the “build to suit” sign was commercial advertising
2 signage and the defendants alleged their signage was one-and-the-same as “For Sale”
3 signage which the Defendants claimed is allowed per Arizona Statute 33-441 For sale
4 signs; restrictions unenforceable.

6 Supra Exhibits filed with the Court on or about April 19, 2019 includes: Exhibit B
7 – Photo of Defendant’s signage depicting Fairway Constructors, Inc logo and US
8 Southwest “Development Services” advertising logo. Exhibit C – Photo of US Southwest
9 Website logo for their “Real Estate Sales & Leasing” advertising. Exhibit D – Photo of a
10 US Southwest “Real Estate” vacant lot advertising sign. Noteworthy for Exhibit D is the
11 real estate licensee’s name, Kathi Ritterhouse, that is clearly displayed on the sign in
12 accordance with Law A.A.C. R4-28-502(E).

15 Advertising of Real Property is regulated by law and the Arizona Department of
16 Real Estate (hereinafter “AZRE”) brochure entitled “Real Estate Advertising Rules and
17 Guidance” disclosed a minimum of two violations of real estate law committed by US
18 Southwest if indeed the Fairway Constructor’s signage was one-and-the-same as a for
19 sale sign. According to A.A.C. R4-28-502(C) for Accurate Claims: “A licensee must
20 ensure that all advertising contains accurate claims and representations, and fully states
21 factual material relating to the information advertised. A salesperson or broker must not
22 misrepresent the facts or create misleading impressions.” The absence of the words “for
23 sale” and the absence of the identification of the real estate licensee on the sign in
24 accordance with A.A.C. R4-28-502(E) led to the Plaintiff filing a Complaint against US
25 Southwest licensee and broker Ann Petitt for violating Real Estate Law if indeed this was
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1 a “for sale” sign. The AZRE investigation revealed that the build to suit sign “is the
2 Developer’s sign, not US Southwest’s sign”. They also wrote that “The sign identified
3 US Southwest as the real estate broker who conducts Sales and Marketing for the
4 Developer; however, the sign does not state the property is for sale or lease.” The factual
5 basis for the Declaratory Judgment on Signage is now supported by Arizona Real Estate
6 Law and is also not in conflict with Arizona Statute 33-441. The sign is not a “for sale”
7 sign and is off-premises commercial advertising for Fairway Constructors, Inc. on
8 unimproved lots in Desert Lakes Golf Course and Estates. **Exhibit 2** – Letter from the
9 AZRE dated September 9, 2019

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13 In an effort to exhaust all administrative remedies and for relief from uncertainty
14 and insecurity with respect to CC&R violations on signage and with respect to the
15 Plaintiff’s Injunctive Relief that is pending for Count two of her January 2018 Complaint,
16 the Plaintiff seeks a Court Order/Ruling declaring the Defendant’s signage is not “for
17 sale” signage and therefore is a violation of CC&Rs.

18
19 Pursuant to the uniform declaratory judgments act, plaintiff cites specific Arizona
20 statute sections 12-1842, 12-1835, 12-1831, 12-1833, and 12-1838.

21
22 Pursuant to 12-1842, its purpose is to settle and to afford relief from uncertainty
23 and insecurity with respect to rights, status, and other legal relations; and is to be liberally
24 construed and administered. Such declaration shall have the force and effect of a final
25 judgment or decree.

26
27 Plaintiff pleads for a Declaratory Judgment Order/Ruling for relief from
28 uncertainty and insecurity with respect to the Defendant’s commercial advertising

1 signage that has been specifically proven by fact and in accordance with AZRE law and
2 investigation as not a "for sale" sign. This relief from uncertainty and insecurity is
3 intended to afford the Plaintiff her rights to Injunctive Relief that is pending adjudication
4 for specific paragraphs 61, 62, and 63 in Count Two of her original Complaint. Refer to
5 page 16 as filed in January 2018 as follows:
6

7
8 61. Plaintiff is entitled to preliminary and permanent injunctions enjoining Defendants
from all current signage violations on unimproved lots.

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

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

14 RESPECTFULLY SUBMITTED this 27th day of September, 2019

15
16  _____

17 Nancy Knight
18 Plaintiff Pro Per

19 Copy of the foregoing was emailed on September 27, 2019 to:
20 djolaw@frontiernet.net
Attorney for the Defendants

21 The Law Office of Daniel Oehler
22 2001 Highway 95, Suite 15,
23 Bullhead City, Arizona 86442

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Exhibit 1
Page 16 from the CC&Rs
Refer to para 12

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

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Exhibit 2
Letter from the Arizona Department of Real Estate



Arizona Department of Real Estate (ADRE)
Auditing and Investigation Division
www.azre.gov
100 North 15th Avenue, Suite 201, Phoenix Arizona 85007

DOUGLAS A. DUCEY
GOVERNOR

JUDY LOWE
COMMISSIONER

September 9, 2019

NANCY KNIGHT
1803 E. LIPAN CIRCLE
FORT MOHAVE, AZ 86426

Re: Case #C19-000660 – Complaint filed against ANN PETTIT

Dear Ms. Knight:

The Department of Real Estate reviewed your complaint against ANN PETTIT.

The investigation determined that the signage in the photo you provided is the Developer's sign, not US Southwest's sign. The sign shows the Developer's name, phone number and the verbiage, "Build to Suit." The sign identified US Southwest as the real estate broker who conducts Sales and Marketing for the developer; however, the sign does not state the property is for sale or lease. If the sign is a violation of county ordinances, the county is the appropriate entity to address the issue of the developer's signs.

The Department has sole discretion in determining that closing the investigation and taking no disciplinary action against the licensee(s) is appropriate. The Department's decision to close an investigation may not be appealed.

Sincerely,

Wayne L. Jackson / WLD
Senior Investigator

cc: file