

Judge J.

Q

FILED
BY: DY
2019 NOV 25 AM 10:38
VIRGINY TINNELL
SUPERIOR COURT CLERK

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

6 Plaintiff Pro Per

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

9 NANCY KNIGHT)
10 Plaintiff,)
11 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
PARTIAL SUMMARY JUDGMENT
ON SIGNAGE**

Honorable Judge Jantzen

21 Comes now Plaintiff Pro Per Nancy Knight respectfully petitioning for Partial
22 Summary Judgment pursuant A.R.S. Rule 129 and Rule 59 regarding Defendants'
23 business advertising signage on unimproved lots in Desert Lakes Golf Course and Estates
24 Tract 4076.

25 *"This motion asks the judge to rule against you without holding a trial. You have a*
26 *right to file a written response to this motion. Your response must be filed within thirty*
27 *(30) days from the date this motion was served. Your response to the motion must*
28 *include: (1) A statement of facts, with each of the facts stated separately in numbered*



1 *paragraphs or numbered sentences. A statement of facts must be supported by affidavits,*
2 *exhibits, or other material that establishes each fact by admissible evidence. It is not*
3 *enough for you to simply deny facts. You must present evidence that shows a genuine*
4 *dispute of the facts. (2) A memorandum of law that summarizes the issues, provides legal*
5 *authority in support of your position, and describes why the judge should deny the*
6 *motion.”*

9 The Plaintiff's purpose for the partial Summary Judgment is to dispense the issue
10 of law with respect to the defendant's signs. A subsequent purpose, upon a favorable
11 ruling, may allow the Plaintiff to proceed with Injunctive Relief that in the absence of
12 being able to finalize this area of the case has created, and potentially can continue to
13 create, multiple victims yet to be named as the Does as will be explained further in the
14 Plaintiff's Statement of Facts with one such example as an attached exhibit.

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 The Court has ruled that the issue of signage is an issue of law and fact thus
19 denying Plaintiff's pleadings for Declaratory Judgment on the matter.

21 The Plaintiff believes the Court has jurisdiction to dispense controversial claims
22 between the "build to suit" advertising signs versus "for sale" signs as an issue of law.

23 The Plaintiff believes the Court expects the jury to decide the issue of fact with
24 regard to the signs; however, Plaintiff pleads for clarification on this point as it affects
25 Plaintiff's ability to proceed with Count Two of her Complaint for Injunctive Relief that
26 has been stalled over the signage issue for nearly a year.
27
28

1 The Plaintiff claims that the Defendants have advertising signage that is posted on
2 unimproved residential lots which is a violation of the CC&Rs. The Defendant's claim
3 that their signs are "for sale" signs and therefore are allowed pursuant to Arizona Statute
4 33-441.
5

6 Summary Judgment is necessary to dispense the controversy over whether the
7 signs are business advertising or one-and-the-same as for sale signs.
8

9 In an effort to exhaust all administrative remedies and for relief from uncertainty
10 and insecurity with respect to CC&R violations on signage, Plaintiff seeks a judgment of
11 law with respect to the signage.
12

13 STATEMENT OF FACTS

14 White-collar crime is not a victimless crime and it has become apparent to the
15 Plaintiff that these signs have created a multitude of victims yet to be named as the Does
16 in the Plaintiff's Complaint. No doubt there exists a high level of probability that the
17 "build to suit" sign will be used by the Defendants to shift blame for violations upon
18 some of these victims. **Exhibit 1** – (a) Siavosh Sanaye's New Home Construction Permit
19 Application that cites in section 5 the "Subdivision Name" as Desert Lakes Golf Course
20 & Estates and cites the "Unit/Tract/Block/Lot" as 4176-B (sic 4076-B), H, 59; (b) plot
21 plan for Tract 4076-B situated at 1951 E. Desert Drive that displays the front yard
22 setback at fifteen (15') feet and rear yard projection setback at twelve (12') feet in
23 violation of the CC&Rs for twenty (20') foot front and rear yard building and projection
24 setbacks; (c) the Mohave County Treasurer's Property Tax Statement for 2019 citing the
25 transposed name of the owner as Sanaye Siavosh; (d) Mohave County Recorder's
26
27
28

1 Summary including deed transfers, the attempted setback violations that is a part of this
2 case cited in the Summary as a “Government Resolution”, and finally the transfer of this
3 home to yet a second victim who purchased the home from Sanaye Siavosh on
4 08/01/2019 – 4 pages.

6 The Arizona Department of Real Estate’s investigation of the signage resulted in
7 the determination that it is the developers’ sign. The sign is not a “for sale” sign by a
8 licensed real estate professional. The sign does not state the property is for sale or lease.

10 **Exhibit 2** – Letter from the Arizona Department of Real Estate.

11 Defendants have claimed a right to post for sale signs pursuant to Arizona Statute
12 33-441 For sale signs; restrictions unenforceable.

14 A. A covenant, restriction or condition contained in any deed, contract,
15 security agreement or other instrument affecting the transfer or sale of
16 any interest in real property shall not be applied to prohibit the indoor
17 or outdoor display of a for sale sign and a sign rider by a property owner
18 on that person's property, including a sign that indicates the person is
19 offering the property for sale by owner. The size of a sign offering a
20 property for sale shall be in conformance with the industry standard size
21 sign, which shall not exceed eighteen by twenty-four inches, and the
22 industry standard size sign rider, which shall not exceed six by twenty-four
23 inches.

21 B. This section applies to any covenant, restriction or condition without
22 regard to the date the covenant, restriction or condition was created, signed
23 or recorded. This section does not apply to timeshare property and timeshare
24 interest as defined in section 33-2202.

24 C. This section does not apply to a covenant, restriction or condition in a
25 deed, contract, security agreement or other instrument affecting the transfer
26 or sale of an interest in real property that does not prohibit or restrict the
27 display of a for sale sign or a sign rider on the real property.

27 In addition to the dispute over whether the signs are for sale signs, the Plaintiff has
28 underscored in the above para. A, the indisputable part of this statute with regards to

1 Fairway Constructors, Inc. who has admitted they do not own the lot on which their signs
2 are posted. Fairway Constructors has offered no proof that they have permission from the
3 property owners to post these signs as either for rent of space or as intermingled assets
4 between the Corporation and its Directors.
5

6 Further, these signs are rusting from long-term exposure to weather and wind
7 posing a hazard to persons or property. **Exhibit 3** – Photo of sign displaying a potential
8 hazard to persons or property.
9

10 Plaintiff alleges jury deception was planned on the signage issue. The Defendant's
11 submitted photographs of signs in their Disclosure to be used as evidence before the jury
12 with the deceptive labeling of "USSW" as the prominent label on the photo that is posted
13 on a lot in Tract 4076-B. This prominence in labeling is alleged to be deliberate in
14 deceiving the jury that the sign is a legitimate for sale sign by US Southwest Real Estate.
15 But for the Complaint filed by the Plaintiff with the Arizona Department of Real Estate, a
16 jury may have been led to believe this deception. **Exhibit 4** – Deceptively labeled photo
17 provided by Defendants.
18
19
20

21 Plaintiff seeks a Court Order/Ruling declaring the Defendant's signage is not "for
22 sale" signage and therefore is a violation of CC&Rs.
23

24 This relief from uncertainty and insecurity is intended to afford the Plaintiff her
25 rights to Injunctive Relief that is pending adjudication for specific paragraphs 61, 62, and
26 63 in Count Two of her original Complaint. Refer to page 16 as filed in January 2018 as
27 follows:
28

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

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

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

11 Plaintiff pleads for Judgment on whether the Defendant's signs are business
12 advertising.

13 Plaintiff pleads for clarification on whether we need to wait for jury trial as a
14 matter of fact on the signage issue.

15 Plaintiff pleads for clarification on whether we can continue the procedure for
16 Injunctive Relief for the Reply to Defendant's Response that was filed on November 13,
17 2018 and has been stalled over the signage issue for over a year.

18 RESPECTFULLY SUBMITTED this 25th day of November, 2019

19 

20 Nancy Knight
21 Plaintiff Pro Per

22 Copy of the foregoing was emailed on November 25, 2019 to:
23 djolaw@frontiernet.net
24 Attorney for the Defendants

25 The Law Office of Daniel Oehler
26 2001 Highway 95, Suite 15,
27 Bullhead City, Arizona 86442
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- Exhibit 1 (a-d)
White-collar crime regarding victims
a) Application for new home construction
b) Plot plan denoting setback violations
c) Property Tax Statement
d) Summary of events from the Online Recorder's System

Ex 1a

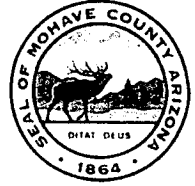
Mailing Address: DEPARTMENT NAME P.O. Box 7000, Kingman, AZ 86402-7000

Mohave County Permit Application Worksheet Residential

Date 5/22/18

Project # _____

Permit # 2018-1148



PLOT PLANS MUST BE NO LARGER THAN 8 1/2 " X 11"
NOTE: Shaded areas are for county use only.

1. Type of Improvement: SFR

2. Applicant's name: SIAVOSH SANAYE
Mailing address: 13467 N. 103rd Street
City: Scottsdale State: AZ Zip: 85260

2A. Contact Name: Mehdi Azarmi PHONE: 928-303-4443
Fax Number: _____ Email: Mehdi@fairwayconstructors.com

3. Property Owners Name: SIAVOSH SANAYE
Mailing Address: SAME
City: _____ State: _____ Zip: _____
Fax Number: _____ Email: _____

4. SITE LOCATION ADDRESS: 1951 E Desert Drive
House No Street Dir Street Name:

5. Legal Description:
Assessor Parcel Number: 2 2 6 1 3 1 6 8 Parent Parcel: Yes
Subdivision Name: Desert Lakes Golf Course & Estates Corner Lot: Yes
Unit/Tract/Block/Lot: --4176-B -- H -- 59
Township/Range/Section: 19N -- 22W -- 35

6. Plot Plan Drawing (see instructions on plot plan form) Cont Acres .14

Living 1793 #
Garage 994 #
Patio 293 #

Public Works, Flood Control Division

7. Is there an existing structure? YES NO

7A. Previous PFI#: _____ Previous FUP#: _____

FLOOD \$ _____

Environmental Health Division

8. Is this an existing system? YES NO

8A. Is this a Conventional Septic? YES NO, Alternative System? YES NO

9. Septic Tank Size: _____ Manufacturer: _____

10. Septic Contractor: _____ License #: _____
Or Owner / Builder: YES NO

11. Water Source: CITY WATER

Number of bedrooms: _____

Number of fixture units: _____

sewer

Planning & Zoning Division

12. Zoning: SD/RO

13. Mobile Home or Recreational Vehicle Information:
Make: _____ Size: _____ of beds: _____ Year: _____
State #: _____ HUD or VIN: _____
Mobile Home Installer Name: _____
License #: _____ Address: _____
Phone: _____

14. Water Source: CITY WATER

15. Sanitation: Sewer Septic [Septic Permit #: _____]

16. Contractor Information (Names & License #'s)
- General Contractor: OWNER BUILDER License #: N/A
- Electrical Contractor: HTWT ELECTRIC License #: ROC149809
- Plumbing Contractor: ACTION ONE PLUMBING License #: ROC163642
- Mechanical Contractor: RIVER VALLEY A/C License #: ROC200411

17. GRADING PERMIT: Material amount (cubic yards)? N/A

18. Bond Exemption: N/A

ZONING \$ _____

BLDG \$ _____

P/C \$ _____

AUTOMATION FEE \$ _____

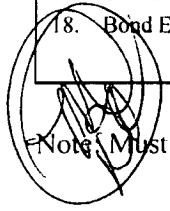
OTHER \$ _____

SUBTOTAL \$ _____

DEPOSIT < \$540 >

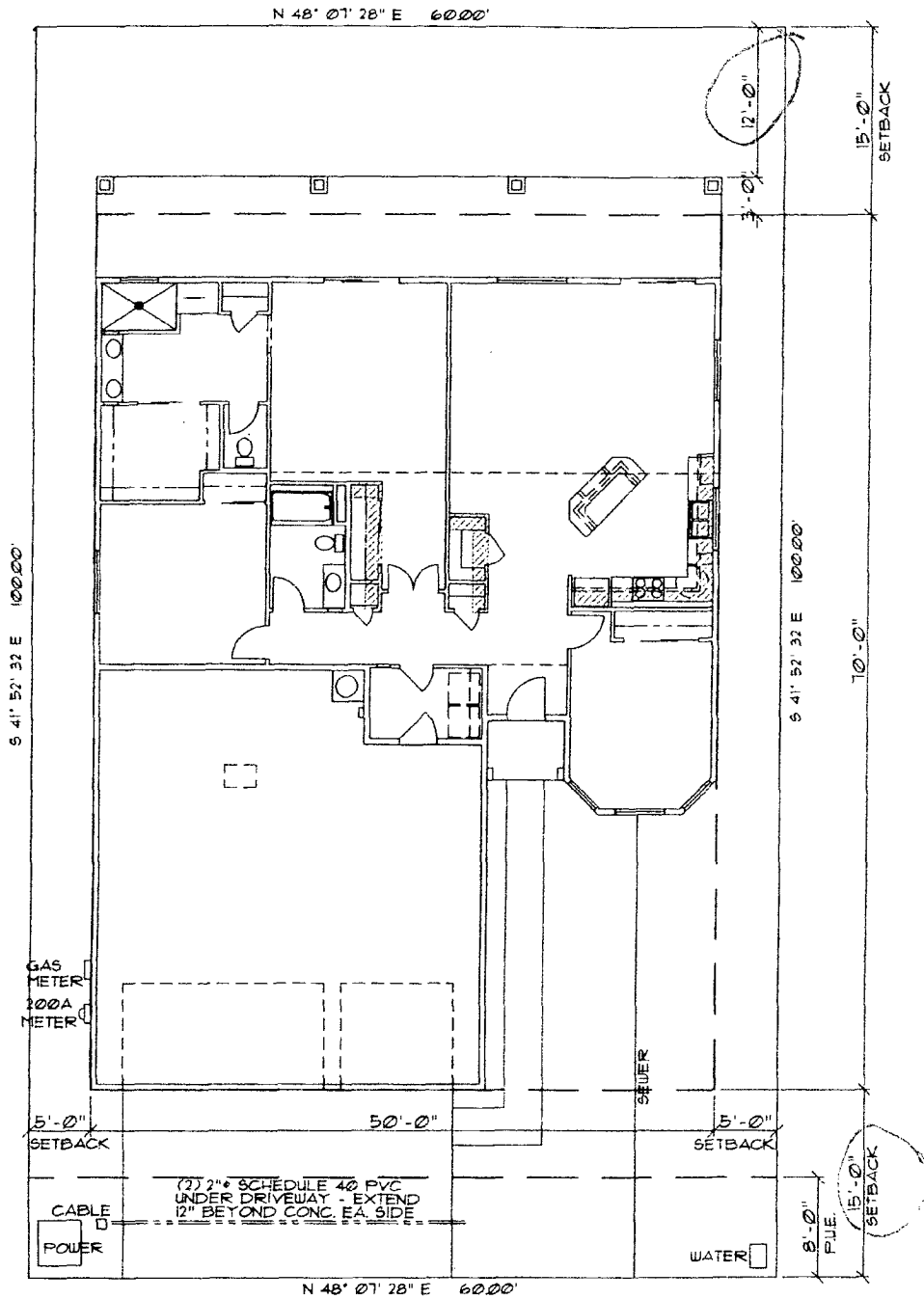
BAL DUE \$ _____

BLD

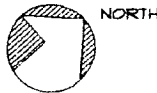


Note: Must provide construction drawings for Development Services application (Residential - 2 complete sets)

15



1951 E. DESERT DRIVE

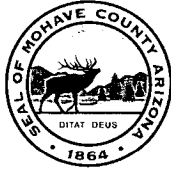


TR 4076B Block H Lot 59

226-13-168

RLD 2018-1148

1c



MOHAVE COUNTY
2019 PROPERTY TAX STATEMENT
Cindy Landa Cox, MBA, Treasurer
(928) 753-0737



SANAYE SIAVOSH
13477 N 103RD ST
SCOTTSDALE, AZ 85260-7262

Assessor Description: Section: 35 Township: 19N Range: 22W
DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK H
LOT 59 CONT 6000 SQ FT
Situs Address: 1951 E DESERT DR

THANK YOU FOR YOUR PROMPT PAYMENT

Table with columns: TREASURY ACCOUNT #, PARCEL #, TAX AREA, TAX RATE PER \$100 ASSESSED VALUE, ASSESSMENT, VALUE IN DOLLARS, LEGAL CLASS ASSMT%, ASSESSED VALUE, EXEMPT AMOUNT, TAX RATE, TAX. Includes a detailed breakdown of taxes by authority.

2019 TAX SUMMARY
For the period of January 1 - December 31, 2019
Total Tax: \$316.22
Special District: 0.38
LESS: State Aid: 0.00
LESS: Prepay: 0.00
TOTAL DUE: \$316.60

PAYABLE UPON RECEIPT

SEE PAYMENT STUB FOR DUE DATE

Mail your check with the corresponding payment stub to:

MOHAVE COUNTY TREASURER
PO BOX 712
KINGMAN, AZ 86402

ADDITIONAL INFORMATION

MORE WAYS TO PAY

In Person: Check, Money Order, or Cashier's Check. Cash is accepted in person, during office hours. Your canceled check is your receipt.

Credit Card or Electronic Payment (processing fees will apply):
Call: 1-855-814-6451 or
Visit us Online: www.mohavecounty.us

Using Your Banks Online Banking "Bill Pay" Option:
Set up a SEPARATE bill pay payee for EACH PARCEL
Instructions are available on our website:
www.mohavecounty.us
Select: Online Bill Pay Instructions

ANSWERS TO YOUR QUESTIONS

Mohave County Treasurer's Website:
- Copies of tax statements, payment receipts and payment history
- Visit us online: www.mohavecounty.us

Mohave County Assessor's Website:
- Online Address Changes
- Valuation, legal classification, and ownership/address records
Call: 1-928-753-0703 or
Visit the Assessor online: www.mohavecounty.us

FOR YOUR RECORDS 1ST HALF PAID CK # _____ 2ND HALF PAID CK # _____ OR FULL YEAR PAID CK # _____



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You searched for: RecDate >= Thu Jan 01 00:00:00 MST 1970 and <= Mon Nov 18 00:00:00 MST 2019 and ParcelID = 226-13-168

7 items found, displaying all items.1

Description	Summary
Trust Transfer Deed 2011033478	06/24/2011 11:18:19 AM Grantor: VINCENT V ANTHONY, VINCENT SHARON L Grantee: VINCENT V ANTHONY, VINCENT SHARON L, A&S VINCENT 2011 FAMILY TRUST 226-13-168
Deed Of Release And Reconveyance 2015017269	04/21/2015 02:27:16 PM Grantor: DONNA RAY HALE TRUST, PARR PATRICIA L Grantee: VINCENT V ANTHONY, VINCENT SHARON L 226-13-168
Warranty Deed 2015017270	04/21/2015 02:27:16 PM Grantor: VINCENT V ANTHONY, VINCENT SHARON L, A & S VINCENT 2001 FAMILY TRUST Grantee: AZARMI AMIR M, JAMNEJAD AZAR D 226-13-168
Warranty Deed 2015048466	11/02/2015 11:24:11 AM Grantor: AZARMI AMIR M, JAMNEJAD AZAR D Grantee: SANAYE SIAVOSH 226-13-168
Government Resolution 2016046551	10/13/2016 03:10:34 PM Grantor: MOHAVE COUNTY BOARD OF SUPERVISORS Grantee: RESOLUTION NO 2016-125, RESOLUTION NO 93-122 AMENDMENT 226-11-002, 226-11-012, 226-11-014, 226-11-015, 226-11-031, ...
Warranty Deed 2019043296	08/01/2019 11:33:12 AM Grantor: SANAYE SIAVOSH Grantee: MILLER RONALD JOE, MILLER SHIRLEY DENISE 226-13-168
Deed Of Trust 2019043297	08/01/2019 11:33:12 AM Grantor: MILLER RONALD JOE, MILLER SHIRLEY DENISE Grantee: WELLS FARGO BANK, FIRST AMERICAN TITLE INS CO 226-13-168

7 items found, displaying all items.1

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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

Ex 2

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 | WLLJ
Senior Investigator

cc: file

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Exhibit 3
Photo of signage with potential hazard to persons or property

Ex 3

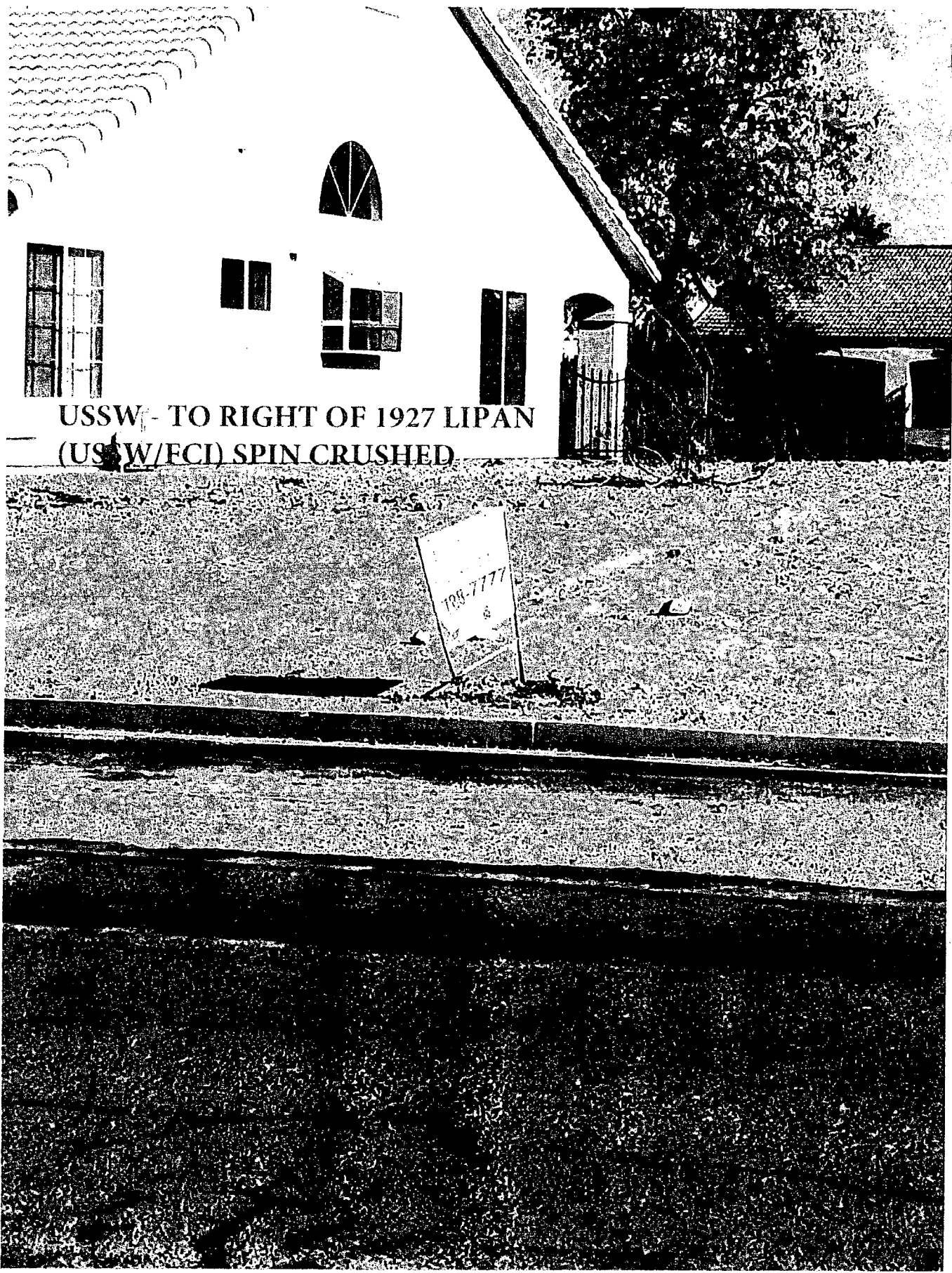
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UNITED STATES
POSTAGE
788-7777
US

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Exhibit 4
Photo of signage with deceptive USSW labeling

Ex 4



USSW - TO RIGHT OF 1927 LIPAN
(US W/FCI) SPIN CRUSHED