

MM

1 Nancy Knight  
2 1803 E. Lipan Cir.  
3 Fort Mohave, AZ 86426  
4 Telephone: (928) 768-1537  
nancyknight@frontier.com

5 Plaintiff Pro Per

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

8 NANCY KNIGHT,  
9  
10 Plaintiff,

11 vs.

12 GLEN LUDWIG, et. al.,  
13 Defendants.

Case No.: **CV 2018 04003**

**MOTION FOR  
INJUNCTIVE RELIEF**

**Hon. Judge Jantzen**

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18 Plaintiff Pro Per Nancy Knight (hereinafter "Plaintiff") for good cause shown,  
19 moves for disposition of Injunctive Relief and for an Order declaring that the defendants  
20 violated the Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf  
21 Course & Estates and Orders Injunctive Relief to immediately and permanently remove  
22 all signage on unimproved lots that is in violation of Desert Lakes Golf Course and  
23 Estates CC&Rs. This dispositive motion and order is pursuant to Rule 54(b) and 54(d ).  
24  
25  
26

27 **MEMORANDUM OF POINTS AND AUTHORITES**



B8015CV201804003

1 Pursuant to Rule 54 (a) Judgment and Decision Defined states, “Judgment” as  
2 used in these rules includes a decree and any order from which an appeal lies. A  
3 judgment should not include recitals of pleadings, a master's report, or a record of earlier  
4 proceedings. For purposes of this rule, a “decision” is a written order, ruling, or minute  
5 entry that adjudicates at least one claim or defense.

6 Rule 54 (b) states, “Judgment on Multiple Claims or Involving Multiple Parties.  
7 When an action presents more than one claim for relief—whether as a claim,  
8 counterclaim, crossclaim, or third-party claim—or when multiple parties are involved,  
9 the court may direct entry of a final judgment as to one or more, but fewer than all,  
10 claims or parties only if the court expressly determines that there is no just reason for  
11 delay.

12 Fraud upon the Plaintiff for defendant’s claim of protection for their “build to suit”  
13 advertising signs pursuant to Statute 33-441 is not dismissed. A pending CC&R  
14 abandonment claim is not dismissed. A ruling by the Court for who is to join  
15 indispensable parties is pending where a controversy exists as to the definition of a  
16 plaintiff on that cause of action.

17 Therefore, pursuant to 54 (b), “...any order or other decision, however designated,  
18 that adjudicates fewer than all the claims or the rights and liabilities of fewer than all the  
19 parties does not end the action as to any of the claims or parties and may be revised at  
20 any time before the entry of a judgment adjudicating all the claims and all the parties’  
21 rights and liabilities.”

22 Pursuant to Rule 54 (d), Relief to Be Granted. “A default judgment must not differ  
23 in kind from, or exceed in amount, what is demanded in the pleadings. Every other final  
24 judgment should grant the relief to which each party is entitled, even if the party has not  
25 demanded that relief in its pleadings.”

26 Pursuant to Plaintiff’s pleadings on page 17 of the Complaint, Plaintiff demanded  
27 Judgment against the Defendants at paragraph A as follows: “Finding that Defendants  
28 violated the Declaration of Covenants, Conditions and Restrictions for Desert Lakes Golf

1 Course & Estates.” And at paragraph C, “For an injunction immediately and permanently  
2 removing all signage on unimproved lots that is in violation of Desert Lakes Golf Course  
3 and Estates CC&Rs.”

4 Signage restriction in the CC&Rs, in pertinent part, reads as follows:

5 Paragraph 12: “No sign, advertisement...shall be erected or  
6 allowed on any unimproved lots...and no signs shall be erected  
7 or allowed to remain on any lots, improved or otherwise  
8 provided however that an owner may place on his improved  
9 lot “For Sale” signs, “For Lease signs or “For Rent” signs  
10 so long as they are of reasonable dimensions”

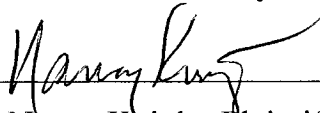
11 The defendant’s Fairway Constructor’s build to suit advertising signs had  
12 remained on lots so long that they had become rusted, dilapidated and posed a risk of  
13 harm to persons and property.

14 The defendant’s signs also advertised US Southwest development services  
15 boutique of services and their logo on the sign and the Arizona Department of Real Estate  
16 investigated the sign and determined “it is the developer’s sign” and “it did not state the  
17 property is for sale or lease”.

18 Photos and the ADRE letter are a part of the record; however, for ease of Court  
19 evaluation for the Court Order, Exhibit 1 is attached that includes photos and the ADRE  
20 Letter.

21 The CC&Rs were violated. Injunctive Relief should be granted.

22  
23 **RESPECTFULLY SUBMITTED** this 24<sup>th</sup> day of October, 2022.

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26 Nancy Knight, Plaintiff Pro Per

27 Copy delivered by Email to Defendants Attorney as follows:  
28 Daniel Oehler: [djolaw@frontiernet.net](mailto:djolaw@frontiernet.net)

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**EXHIBIT 1**

Photos of dilapidated signs  
and ADRE Letter  
3 pages

Exhibit 1

pg 1 of 3

**BUNTED**  
**FOR SUITE**  
 928-888-7777

New Homes by:  
 Fairway  
 Constructors  
 Inc.

Sales and Marketing by:  
**SOUTHWEST**  
 DEVELOPMENT SERVICES



Exhibit 1

3 pages

04

Pg 2 of 3

WORLD  
TO SUIT  
788-7777

US



**Arizona Department of Real Estate (ADRE)**  
Auditing and Investigation Division  
[www.azre.gov](http://www.azre.gov)  
100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix Arizona 85007

DOUGLAS A. DUCEY  
GOVERNOR

JUDY LOWE  
COMMISSIONER

September 9, 2019

pg 3 of 3

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 / WLJ*  
Senior Investigator

cc: file