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8 Daniel J. Oehler, Arizona State Bar No.: 002739
9 Attorney for Defendants

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

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

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

22 Defendants.

NO.: CV-2018-04003

**RESPONSE TO MOTION FOR
INJUNCTIVE RELIEF**

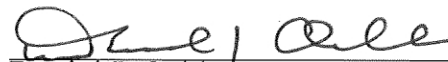
23 COME NOW, the Defendants, by and through their attorney, the undersigned, and
24 respond to the Plaintiff's Motion for Injunctive Relief filed October 24, 2022, concerning the
25 enforceability of Covenant 12 of the 1989 Codes, Covenants and Restrictions ("CC&Rs")
26 recorded on December 18, 1989, covering all lots located in Desert Lakes Golf Course and
27 Estates Tract 4076-B.

28 Plaintiff is no more entitled to an order on the issue of signage and the requested
injunction than Plaintiff is in regard to the issue of setback violations, fencing violations,
painting violations, golf course access violations, material used for side and rear walls
violations, home size violations, etc. The Court is not in a position to issue and the Plaintiff
is not entitled to obtain injunctive relief until the Court first determines if the contract
covenants and the violations thereof are enforceable today or at any point in time during this

1 five year litigation. The Defendants allege Plaintiff is not entitled to affirmative relief that
2 Plaintiff seeks. This Court denied Defendants' summary judgment motion in 2019, and it
3 is now for the trier of fact, be that the Court or a jury after trial under the circumstances of
4 this case, to then decide whether the Court, pursuant to the facts applied to the law, has the
5 basis to issue any injunctive orders. Plaintiff has previously filed multiple motions for
6 injunctive relief and/or declaratory relief on the issue of signage and the Court has
7 consistently denied those motions. See motions and responses in 2018 and 2019 including
8 the Court's ruling of June 13, 2019. Today's Motion is substantially the same and the
9 Court's denial of Plaintiff's repetitive pleading should be denied. Defendants are entitled to
10 their attorney's fees reasonably incurred in preparing this Response which is supported by
11 the attached Memorandum of Points and Authorities.

12 RESPECTFULLY SUBMITTED this 23 day of November, 2022.

13 LAW OFFICES OF DANIEL J. OEHLER

14 
15 Daniel J. Oehler,
16 Attorney for Defendants

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 Plaintiff's current Motion, again, deals with the issue of injunctive relief. Plaintiff
19 goes to great ends in an attempt to educate the Court in regard to Rule 54, Arizona Rules of
20 Civil Procedure (hereinafter "ARCP"), and the fact that in appropriate circumstances a
21 judgment can be entered on some even if not all claims that are pending in litigation before
22 the Court. Rule 54 ARCP applicability is not an issue correctly before the Court.

23 Plaintiff's Motion deals once again with the signage issue and Plaintiff appears to be
24 seeking immediate relief from the Court alleging that Covenant 12 of the 1989 Covenants
25 is enforceable and is the basis for the Court to, without hearing the facts, issue injunction
26 orders.

27 Plaintiff refers to the provisions of A.R.S. §33-441, a statute that was enacted by the
28 Arizona legislature dealing with the substance of Covenant 12 and whether it is legal or

1 illegal to prohibit for sale advertising of lots by the lot owner. The legislature has prohibited
2 Covenant 12 language. The County has enacted countywide signage standards and found
3 that the Defendants' signs were not in violation of County standards. The Arizona legislature
4 made it improper or illegal to include in CC&Rs prohibitions of for sale and for lease
5 signage.

6 In the case before the Court, the signs in question were on lots owned by a Defendant
7 or Defendants in this litigation. The Defendant or Defendants are represented by a real estate
8 broker and real estate licensees. Plaintiff does not like the sign language and has interpreted
9 the language on these standard size traditional real estate signs identical to signs that have
10 been historically used by realtors for decades as prohibited advertising, and that real estate
11 signs in general are a health and safety issue to the Plaintiff and the public. The Plaintiff is
12 of the opinion that the signs in question are not protected by the provisions of A.R.S. §33-441
13 and that the 1989 contract covenants are enforceable which is the very basis of the pending
14 litigation. This is the same argument on which Plaintiff has previously filed for injunctive
15 and declaratory relief without success.

16 The Defendants, however, take the position that Covenant 12 is unenforceable in this
17 specific instance for three reasons, i.e., A.R.S. §33-441 allows signage previously prohibited,
18 Mohave County's sign ordinance is interpreted by Mohave County to allow and permit the
19 signage in question, and finally, the Covenants are unenforceable as a result of obvious
20 abandonment. Interestingly, the Defendants have not knowingly had any type of for sale
21 signs in the three subject tracts for several years although other entities continue the long
22 standing practice today to advise interested prospective buyers that they will build on the
23 buyer's purchased lot "to suit" the buyer.

24 Plaintiff requested Defendants' real estate brokerage firm be sanctioned by the
25 Arizona Department of Real Estate for advertising in violation of Covenant 12, the County
26 ordinance and for exceeding the legislative parameters of A.R.S. §33-441 by its wording on
27 its standard size real estate sign saying "Sales and Marketing by US Southwest Development
28 Services." The Department rejected the request and closed the file and notified Plaintiff that

1 its decision is not appealable. The Department also advised the Plaintiff that Mohave County
2 was the appropriate entity to determine if there was any kind of County ordinance that was
3 violated by Defendants (see **Exhibit A**). The decision by Mohave County was that there is
4 no violation. Plaintiff could not and cannot accept any rulings or determinations contrary to
5 Plaintiff's opinions and beliefs as is evidenced by Plaintiff unending and continuous flood
6 of motions and proposed amendments to the pending five year litigation that is before this
7 Court, even continuing to argue that the order for Plaintiff to join the necessary and
8 indispensable parties continues to be in dispute. Note: Plaintiff's statement in this pending
9 pleading bearing the filing date of October 24, 2022, wherein Plaintiff fraudulently states:
10 "A ruling by the Court for who is to join indispensable parties is pending where a controversy
11 exists as to the definition of a plaintiff on that cause of action." See, 10/24/2022 Motion for
12 Injunctive Relief, p. 2, lines 14-16. Plaintiff is continuing to argue that Plaintiff in this case
13 is really the Defendant and the Defendants are really the Plaintiffs regardless of the fact the
14 Court has denied the Plaintiff's arguments multiple times, and as we sit here today the
15 Plaintiff is the Plaintiff and the Defendants are the Defendants, and the Plaintiff has been
16 ordered to bring in all affected lot owners in the three subdivision tracts.

17 The question, validity or enforceability of Covenant 12, is identical to all the other
18 covenants in the 1989 CC&Rs – have the covenants been abandoned? If the covenants have
19 been abandoned they no longer are enforceable because they no longer legally exist and
20 Plaintiff's only signage relief is to successfully amend the Mohave County ordinances or
21 securing legislative relief by obtaining new legislation statewide via a legislative amendment
22 to A.R.S. §33-441, neither of which are issues before this Court.

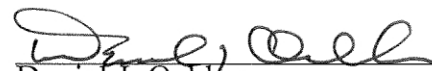
23 Plaintiff's final shot on line 21, p. 3, of this Motion says it all: "The CC&Rs were
24 violated. Injunctive relief should be granted." Plaintiff is ignoring what five past years of
25 litigation is all about what the Court has already ordered. Plaintiff wants the Court to act on
26 Plaintiff's opinion which Plaintiff continuously identifies as "evidence" or "real evidence,"
27 wants the Court to ignore 30+ years of unenforcement of the CC&Rs and the community's
28 participation in the thousands of covenant violations. Yet, Plaintiff with a straight face and

1 a poison pen asks the Court to ignore the issue of abandonment, ignore the action of the State
2 Legislature (A.R.S. §33-441), ignore Mohave County advertising ordinances and the
3 interpretations thereof by the enforcement apparatus of Mohave County charged with the
4 obligation of enforcing the County ordinances. Plaintiff's position is captured and capsulized
5 with the following Defendants' synopsis of Plaintiff's position: "I'm right and anyone who
6 thinks different is wrong. The world has conspired against me. Fraudulent conduct is
7 everywhere. All of which, based on my opinions, should/must be rectified or if the Court
8 fails to do so, the Court also is part of the conspiracy. I am entitled to immediate injunctive
9 and monetary relief."

10 This, the Plaintiff's most recent request for summary action by the Court, must be
11 denied and the Court should enter judgment against Plaintiff for the attorney fees and costs
12 incurred in responding to this repetitive Motion and the Plaintiff's previous motions which
13 were unsuccessful. Without sanctions, the Plaintiff sill simply continue to file repetitive,
14 duplicative motions and requests of the Court as Plaintiff has been doing systematically over
15 the past five years.

16 RESPECTFULLY SUBMITTED this 23 day of November, 2022.

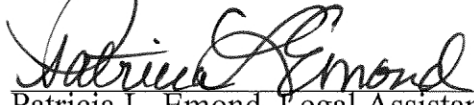
17 LAW OFFICES OF DANIEL J. OEHLER

18 
19 Daniel J. Oehler,
20 Attorney for Defendants

1 **COPY** of the foregoing emailed
2 this 27 day of November, 2022, to:

3 Honorable Lee F. Jantzen
4 Mohave County Superior Court
5 Division 4
6 401 E. Spring Street
7 Kingman, Arizona 86401
8 (928) 753-0785 Danielle
9 dlecher@courts.az.gov

10 Plaintiff
11 Nancy Knight
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15 nancyknight@frontier.com

16 By: 
17 Patricia L. Emond, Legal Assistant

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Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

Defendants' Response to Motion for Injunctive Relief

EXHIBIT A



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 / WLJ
Senior Investigator

cc: file