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SYLVIA TINNELL
SUPERIOR COURT CLERK

1 Nancy Knight
1803 E. Lipan Cir.
2 Fort Mohave, AZ 86426
Telephone: (951) 837-1617
3 nancy@thebugle.com

4 Plaintiff Pro Per

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

7 NANCY KNIGHT,
8
9 Plaintiff,
10
11 and
12 GLEN LUDWIG and PEARL LUDWIG,
Trustees of THE LUDWIG FAMILY TRUST;
13 FAIRWAY CONSTRUCTORS, INC.;
MEHDI AZARMI; JAMES B. ROBERTS and
14 DONNA M. ROBERTS, husband and wife;
JOHN DOES 1-10; JANE DOES 1-10; ABC
15 CORPORATIONS 1-10; and XYZ
PARTNERSHIPS 1-10.
16
17 Defendants.

Case No.: **CV 2018-04003**

**REPLY TO DEFENDANT'S OBJECTION
TO PLAINTIFF'S MOTION FOR
INJUNCTIVE RELIEF**

**Division II
Honorable Derek Carlisle**

19 Comes now, the self-represented Plaintiff hereby requesting the Court to take
20 action for Injunctive Relief as sought by the Plaintiff in her November 13, 2018 motion.
21
22 On November 15, 2018 the Court ordered the Plaintiff to serve the Defendant prior to the
23 scheduled hearing before the Court to be held on December 17, 2018 at 10:30am. No
24 evidence was to be presented. The matter of the Plaintiff's rights to prosecute violations
25 as cited in her motion has been settled by the Court since June 11, 2018.

27 Advertising signage is prohibited on unimproved lots pursuant to paragraph 12 of
28 the CC&Rs and pursuant to Arizona Title 33-1815, where we find reference to



1 commercial signage on commercially zoned lots. The Defendant's "Build to Suit" and
2 "Development Services" advertising signage is on unimproved residential lots. None of
3 the Defendant's photographic exhibits in their Objections/Response showing Realtor's
4 "For Sale" signage are relevant to their defense.

6 It is the constitutionality aspect of the public nuisance that supports the public
7 policy for the removal of these commercial signs on residential lots. The Plaintiff has the
8 right to protect her property values from the appearance of blight. The Plaintiff suffers
9 from the unsightly appearance and potential for injury to property and/or person from
10 deterioration of the signage and the rider upon which the sign is attached together with
11 the wind factor that has already created damage to the signs and causes an accumulation
12 of debris. Public policy and the hardship on the Plaintiff, favors Court action to grant
13 Injunctive Relief for the removal of these commercial advertising signs from residential
14 lots. **Exhibit A:** photo of fallen signage with debris and broken rider as evidence of
15 potential for injury to property and/or persons.

19 The Defendants admit to wind bending of their advertising signage on Lipan Blvd.
20 and the wind can create a risk for the sign to become airborne and causing damage to
21 property and/or injury to persons. Signage on unimproved lots is generally left for many
22 months or even years without supervision during periods of a cold market. The
23 Defendants have also provided photographic evidence of a Keller Williams "For Sale"
24 sign that has been completely uprooted from the ground (Exhibit F). Metal signs also rust
25 in time as demonstrated in the Defendant's photos of their own sign on Lipan Blvd.
26 (Defendant's Exhibit F - labeled as to the right of 1927 Lipan). The Plaintiff provides two
27
28

1 photos of this same sign taken in April 2018. Exhibit B1 demonstrates the wind has
2 continued to damage this sign since April compared to the current state shown by the
3 Defendants. The close up (B2), displays the “Development Services” division of USSW.
4 The phone number is assigned to Fairway Constructors, Inc. (FCI). (**Exhibit B1, B2 –**
5 **sign on Lipan Blvd. in Tract 4076-B.)**
6

7
8 The financial hardship for the Defendant’s for the removal of their illegally posted
9 business advertising signage on unimproved lots is minimal. Removal is in the interest of
10 public good. Fallen, rusting signage poses a danger to the public and is an eyesore that
11 contributes to the blighted appearance of the community.
12

13 The Defendant’s photographic images of two homes currently under construction
14 are not relevant to their defense. The Plaintiff is unaware of the timing of the application
15 and approval of these homes by Mohave County Development Services. Plaintiff is
16 unaware if the Defendants are the contractors for the new home construction. Plaintiff is
17 unaware of any plot plan for either of these homes or if any violation of the CC&Rs exist.
18 However, given the state of construction currently underway, the owners would not fall
19 within the timeline for the Plaintiff’s Injunctive Relief for “future” construction effective
20 on November 13, 2018. These homes are a non-issue in the Plaintiff’s motion for
21 Injunctive Relief. There exists no financial hardship for parties who are not Defendants in
22 this action.
23
24
25

26 There also exists no financial hardship to the Defendants for a preliminary and
27 permanent injunction prohibiting the Defendants from “future” construction violations of
28

1 the CC&Rs in Tract 4076-B. The Plaintiff has not requested any action in her current
2 motion for any past violations by the Defendants.

3
4 At the present time there is no protection for the Plaintiff from another proposed
5 resolution or variance by the Defendant that would violate the CC&Rs. The Plaintiff was
6 put at financial and legal risk in the past from a proposed resolution by the Defendant and
7 the Defendant has been known to use his political influence for a variance from the Board
8 of Adjustment. There currently exists an unimproved lot at the corner of the Plaintiff's
9 street and Lipan Blvd. that could create an egress hazard onto Lipan Blvd. for the
10 Plaintiff if the front yard setback was less restrictive than the CC&Rs cite. The Plaintiff
11 therefore is justified in asking for the injunctive relief from any future violations of the
12 CC&Rs.
13
14

15
16 A hardship exists for the Plaintiff to be constantly watchful if this injunctive relief
17 for future CC&R building violations is not granted. The Plaintiff pleads with the Court to
18 protect the public and herself from possible irreparable injury should the injunction
19 sought be denied. The Defendants are fully aware of the CC&Rs and the CC&Rs together
20 with the pattern of behavior of the Defendants proves merit exists.
21

22 All the Plaintiff seeks in this motion is for the Defendants to follow the rules and
23 for the Court to grant the Plaintiff's motion for removal of current signage, for future
24 construction to be compliant with the CC&Rs, and for permanent injunctions of same.
25

26 The Defendant's objections included the frivolous and false claim of a setback
27 violation on the Plaintiff's lot. The Plaintiff's building and projections measure over ten
28 (10) feet from the Plaintiff's surveyed boundary of her rear yard and was approved

1 pursuant to Resolution No. 98-348. This resolution was applied for by the developer
2 representative for the resubdivision of Parcel VV into 32 lots. The developer
3 representative is also cited in the CC&Rs as Architectural Committee member Sterling
4 Varner. The Architectural Committee has the authority to approve variances such as the
5 ten foot setback for the resubdivided lots 1-32. From the CC&Rs Article I, paragraph 5:
6 “...Notwithstanding any other provision of this Declaration, it shall remain the prerogative
7 [sic] within the jurisdiction of the Committee to review applications and grant approvals
8 for exceptions or variances to this Declaration...” (Supra Exhibit 1 filed by the Plaintiff
9 on or about October 22, 2018 – See: Res. 98-348, pages 26-27.) Again, an irrelevant
10 claim made by Defendants for this motion of which the Plaintiff has had to defend.

14 It is impossible to know, and therefore claim, that C&R violations have not been
15 enforced through courtesy letters or oral requests between cordial neighbors. However,
16 there exists multiple examples of documented enforcement of the CC&Rs in Court
17 records, in Development Services permits, and in Board of Supervisor zoning
18 Resolutions. 1) Case CV 2016-04026 cited the violation of a fence height extension to
19 over 6 feet and subsequent pleadings cited the violation of removal of the required steel
20 rails for fences adjacent to the golf course. These violations were enforced for restoration
21 of the steel rails for both the side yard of the Plaintiff’s fence and for the rear yard of
22 adjacent neighbor’s fence in a binding mediated settlement. 2) The side yard steel rail
23 fence of the Plaintiff’s home was originally imposed upon T&M Development in 2005
24 who enforced this condition on the block wall fence contractor, Russels Ironworx, who
25 had planned a solid block wall side yard fence per the drawing submitted to Development
26
27
28

1 Services. 3) The CC&Rs, paragraph 16, expressly forbids multifamily dwellings hence
2 this restriction was imposed upon the owner/developer of Parcel VV with the subsequent
3 rezoning to 32 single family lots (Refer to Resolution 98-348). All of these documented
4 enforcements of the CC&Rs are known to the Defendants and their counsel and yet they
5 still abuse the Court's time with misleading claims.
6

7
8 It is respectfully submitted that the requested relief be granted immediately as the
9 potential risks are too serious to await trial or further dispositive motions by the
10 Defendants as they claim is their intent.
11

12 The Plaintiff respectfully requests an award of no less than \$2,000 for punitive
13 damages. The Defendants have repetitively burdened the Plaintiff with unwarranted
14 filings of meritless motions and responses where the Plaintiff has shown meritorious
15 causes of action. This is an abuse of the judicial process and has strained the Plaintiff's
16 nerves for nearly a year. The Plaintiff suffers from multiple symptoms of stress - not
17 because she filed a Complaint - but because the Defendants continue to attempt to subdue
18 the Plaintiff with unjustified and misleading statements with no basis of fact for which
19 she must continue to defend.
20
21

22
23 Plaintiff requests the Court to impose sanctions against the Defendants from
24 having to be constantly battle-ready against the Defendants who have no defense for their
25 actions and have refused to confer on a potential settlement. Their vexatious filings have
26 been brought without merit with the intent of stalling the matter, with the motive of
27 profit, and to harass and subdue the Plaintiff regardless of the merits on which the
28

1 Plaintiff seeks relief. Their objection to the minor requests for Injunctive Relief in this
2 motion is vexatious and harassment of the Plaintiff.

3
4 Plaintiff prays for Judgment against the Defendants as follows:

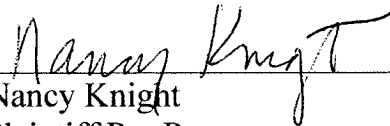
5
6 **A. Finding that Defendants violated paragraph 12 of the Declaration of Covenants,**
7 **Conditions and Restrictions for Desert Lakes Golf Course & Estates Tract 4076-B**
8 **regarding their commercial advertising signage and they must permanently remove such**
9 **signage within ten (10) days of the Court Order.**

10
11 **B. For a preliminary injunction, and a permanent injunction, enjoining defendants**
12 **and all other persons acting under them, in concert with them, or for them from any**
13 **future violations of the CC&Rs in Tract 4076-B.**

14
15 **C. For such other and further relief as the Court deems just and equitable**
16 **in the premises including but not limited to sanctions. Amount to be determined by the**
17 **Court.**

18
19 **D. Punitive damages for the Plaintiff's pain and suffering of no less than \$2,000.**

20 **RESPECTFULLY SUBMITTED this 7th day of December, 2018**

21
22 
23 **Nancy Knight**
Plaintiff Pro Per

24 Copy of the foregoing was emailed on December 7, 2018 to:
25 **djolaw@frontiernet.net**
26 **Attorney for the Defendants**

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

Exhibit A

04:04:2018

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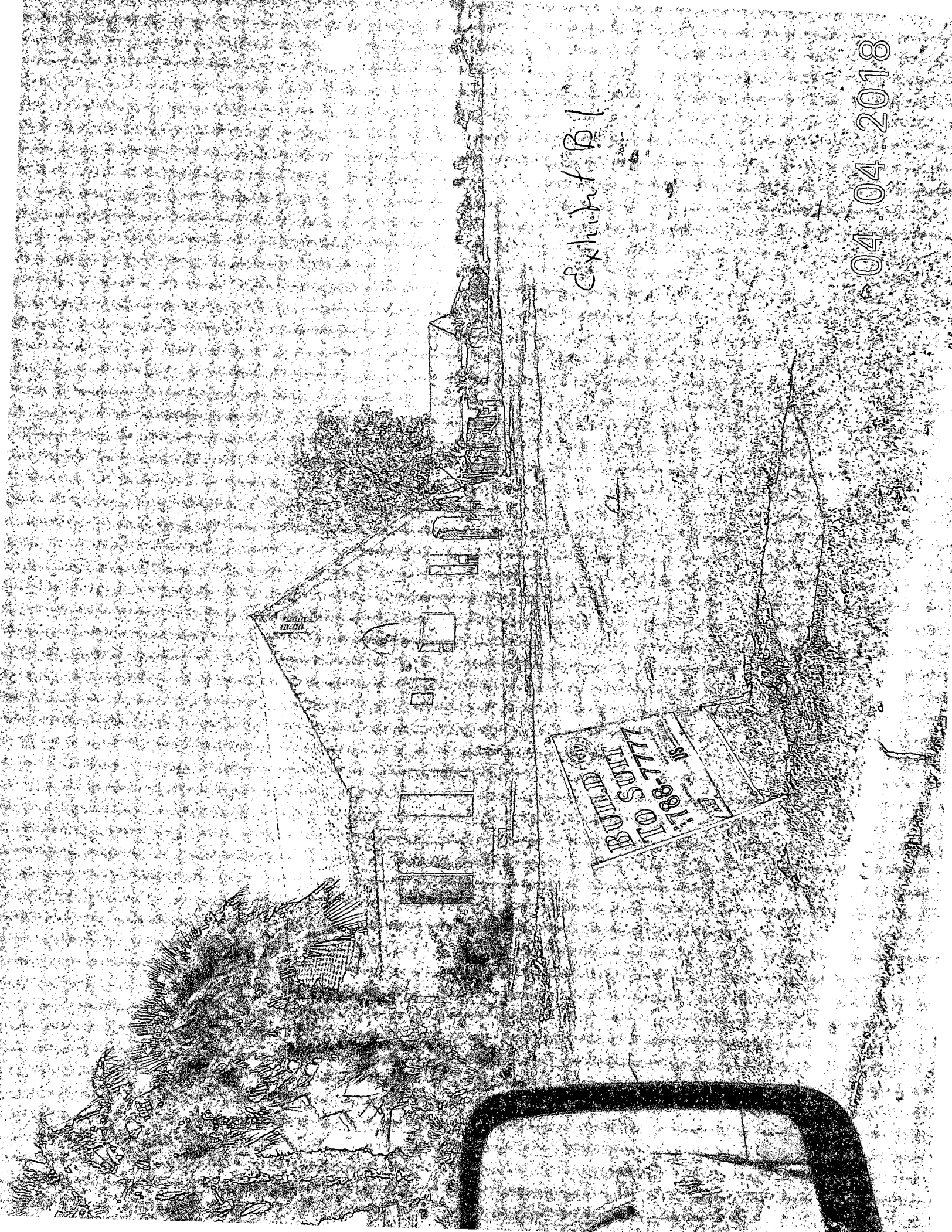


Exhibit B1

A

04.04.2018

Exhibit B2



**BUTLER
STAIN
LESS**

Sales and Marketing by:

**THE
CORP**

New Homes by:
BAYVIEW
CONSTRUCTION
INC.



04-04-2018