

V/C

FILED

BY ~~B. YELLOWHART~~

2019 APR 12 PM 2:17

WENDY 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

21 **MOTION FOR**  
22 **DECLARATORY JUDGMENT**  
23 **ON SIGNAGE**

Honorable Judge Eric Gordon

24 Comes now Plaintiff Pro Per Nancy Knight respectfully petitioning for a  
25 Declaratory Judgment regarding Defendants signage on unimproved lots in Tract 4076-B.

26 A status conference was held on April 11, 2019 with the Honorable Judge Gordon  
27 whereby the Plaintiff requested an extension of time for items on the November 2018  
28 Proposed Scheduling Order for the purpose of filing multiple pleadings including this  
Declaratory Judgment regarding signage that the Plaintiff alleges is commercial  
advertising signage in violation of the Desert Lakes Golf Course and Estates Covenants,  
Conditions, and Restrictions (hereinafter "CC&Rs") paragraph 12.



1 Defendants allege their signage is one-and-the-same as “For Sale” signage which  
2 they claim is allowed by Arizona Statute 33-441. Plaintiff refutes the claim that the  
3 Defendants signage is a “for sale” sign and further alleges that the CC&Rs on signage  
4 throughout Desert Lakes Golf Course and Estates are enforceable in accordance with  
5 Statute 33-440 as a “private covenant”. Statutes below updated August 16, 2018 and  
6 August 18, 2018 respectively.  
7  
8

9  
10 33-440. Enforceability of private covenants; amendment of declaration; definitions

11 A. An owner of real property may enter into a private covenant regarding that real property  
12 and the private covenant is valid and enforceable according to its terms if all of the following  
13 apply:

- 14 1. The private covenant is not prohibited by any other existing private covenant or declaration  
15 affecting the real property and does not violate any statute governing the subject matter of the  
16 private covenant that is in effect before September 26, 2008.
- 17 2. The owner of the real property affected by the private covenant and any person on whom the  
18 private covenant imposes any liability or obligation have consented to the private covenant.
- 19 3. Any consent requirements contained in the express provisions of any existing private covenant  
20 or declaration affecting the real property have been met.

21 B. A private covenant is deemed not to constitute an amendment to any existing private covenant  
22 or declaration unless the private covenant expressly violates an express provision of the existing  
23 private covenant or declaration.

24 C. Except during the period of declarant control, or if during the period of declarant control with  
25 the written consent of the declarant in each instance, the following apply to an amendment to a  
26 declaration:

27 1. The declaration may be amended by the association, if any, or, if there is no association or  
28 board, the owners of the property that is subject to the declaration, by an affirmative vote or  
written consent of the number of owners or eligible voters specified in the declaration, including  
the assent of any individuals or entities that are specified in the declaration.

2. An amendment to a declaration may apply to fewer than all of the lots or less than all of the  
property that is bound by the declaration and an amendment is deemed to conform to the general  
design and plan of the community, if both of the following apply:

(a) The amendment receives the affirmative vote or written consent of the number of owners or  
eligible voters specified in the declaration, including the assent of any individuals or entities  
that are specified in the declaration.

1 (b) The amendment receives the affirmative vote or written consent of all of the owners of the  
2 lots or property to which the amendment applies.

3 3. Within thirty days after the adoption of any amendment pursuant to this subsection, the  
4 association or, if there is no association or board, a property owner that is authorized by the  
5 affirmative vote on or the written consent to the amendment shall prepare, execute and record  
6 a written instrument setting forth the amendment.

7 4. Notwithstanding any provision in the declaration that provides for periodic renewal of the  
8 declaration, an amendment to the declaration is effective immediately on recordation of the  
9 instrument in the county in which the property is located.

10 D. Subsection C of this section does not apply to a condominium as defined in section 33-1202  
11 or a timeshare plan or association as defined in section 33-2202.

12 E. For the purposes of this section:

13 1. "Declaration" means any instrument, however denominated, that establishes restrictive  
14 covenants on the development or use of real property.

15 2. "Private covenant" means any uniform or nonuniform covenant, restriction or condition  
16 regarding real property that is contained in any deed, contract, agreement or other recorded  
17 instrument affecting real property.

18 33-441. For sale signs; restrictions unenforceable

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

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

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

Exhibits are offered to the Court to demonstrate the contrast between "For Sale"  
signage by Realtors and the commercial advertising signage for the Defendant's  
development business. **Exhibit A** – CC&R paragraph 12 regarding advertising signage.

1 **Exhibit B** – Photo of Defendant’s signage depicting Fairway Constructors, Inc logo and  
2 US Southwest “Development Services” advertising logo. **Exhibit C** – Photo of US  
3 Southwest Website logo for their “Real Estate Sales & Leasing” advertising. **Exhibit D** –  
4 Photo of a US Southwest “Real Estate” vacant lot advertising sign.  
5

6 In an effort to exhaust all administrative remedies and for relief from uncertainty  
7 and insecurity with respect to CC&R violations on signage and with respect to the  
8 Plaintiff’s Injunctive Relief from the Defendant’s signage, the Plaintiff seeks a Court  
9 Order/Ruling declaring the Defendant’s signage is not “for sale” signage.  
10

11 For clarification of statute 33-440, the Court is requested to also rule that signage  
12 of any kind on unimproved lots, as described in paragraph 12 of Desert Lakes Golf  
13 Course and Estates CC&Rs, is an enforceable violation as a “private covenant”. The need  
14 for this ruling is for public safety as unimproved lot signage is left unattended for years  
15 resulting in weathering from wind, rain, rust, and uprooting of riders whereby these signs  
16 become a hazard to persons or property over time. **Exhibit E** – Fairway Constructors  
17 deteriorated signage. **Exhibit F** – Keller Williams completely uprooted sign rider.  
18  
19  
20

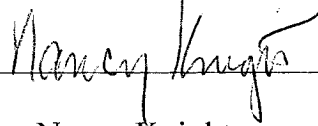
21 Pursuant to the uniform declaratory judgments act, plaintiff cites specific Arizona  
22 statute sections 12-1842, 12-1835, 12-1831, 12-1833, and 12-1838.

23 Pursuant to 12-1842, its purpose is to settle and to afford relief from uncertainty  
24 and insecurity with respect to rights, status, and other legal relations; and is to be liberally  
25 construed and administered. Such declaration shall have the force and effect of a final  
26 judgment or decree.  
27  
28

1 Plaintiff pleads for a Declaratory Judgment Order/Ruling for relief from  
2 uncertainty and insecurity with respect to the Defendant's commercial advertising  
3 signage and specifically cited as not a "for sale" sign.  
4

5 Plaintiff pleads for a Declaratory Judgment Order/Ruling for relief from  
6 uncertainty and insecurity with respect to enforcement of all types of signage on  
7 unimproved lots in accordance with Statute 33-440 and paragraph 12 of Desert Lakes  
8 Golf Course and Estates Tract 4076-B CC&Rs.  
9

10 RESPECTFULLY SUBMITTED this 12<sup>th</sup> day of April, 2019

11 

12  
13 Nancy Knight  
14 Plaintiff Pro Per  
15

16 Copy of the foregoing was emailed on April 12, 2019 to:  
17 djolaw@frontiernet.net  
18 Attorney for the Defendants

19 The Law Office of Daniel Oehler  
20 2001 Highway 95, Suite 15,  
21 Bullhead City, Arizona 86442  
22  
23  
24  
25  
26  
27  
28

Exhibit A

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.

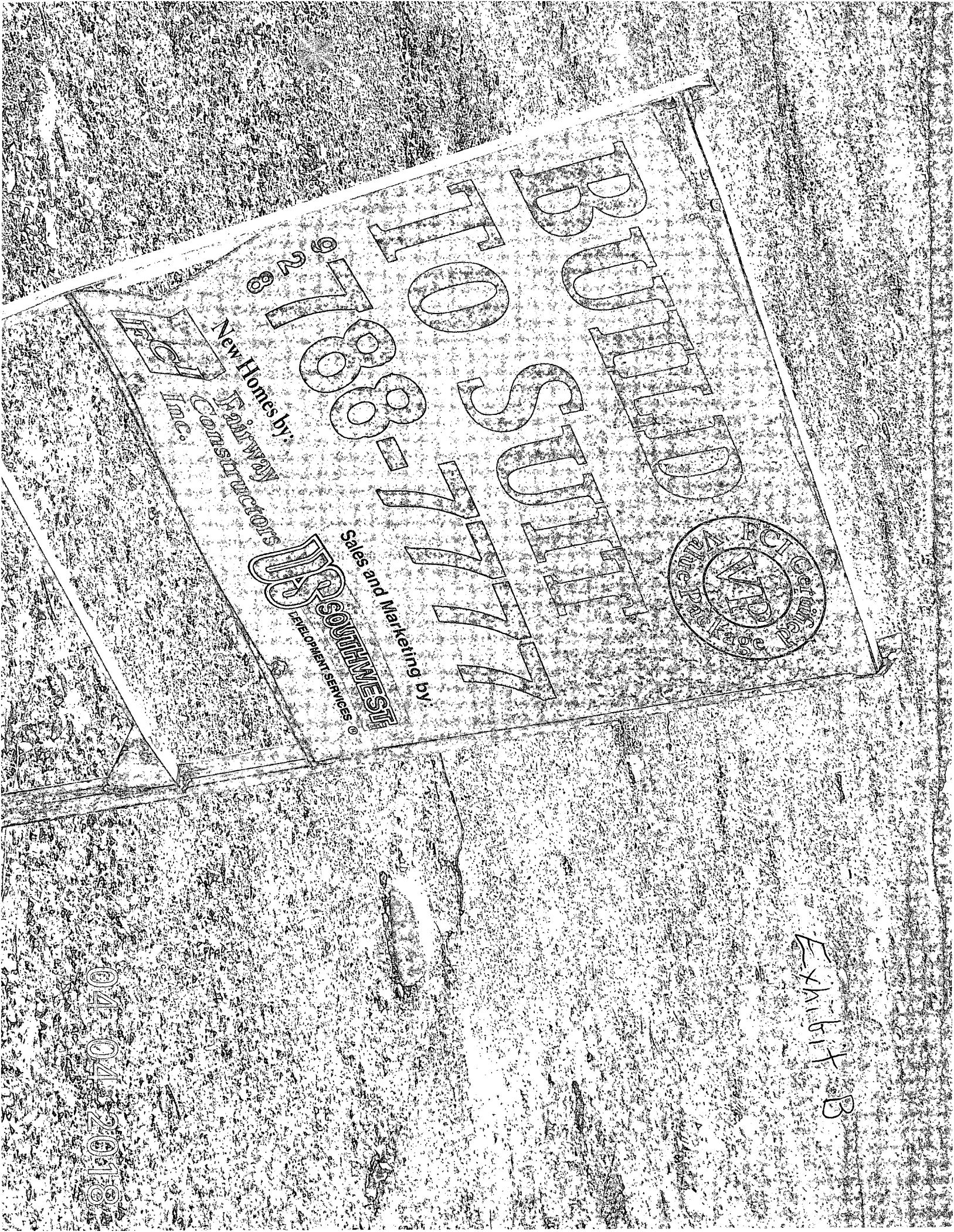
→ 12. No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots, improved or otherwise, provided, however, that an owner may place on his improved lot "For Sale" signs, "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

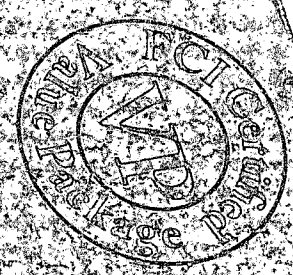


# BUILD SUITE

708-788-7000

New Homes by  
Fairway  
Constructors  
Inc.

Sales and Marketing by  
**BROWNVEST**  
DEVELOPMENT SERVICES



04-04-2018

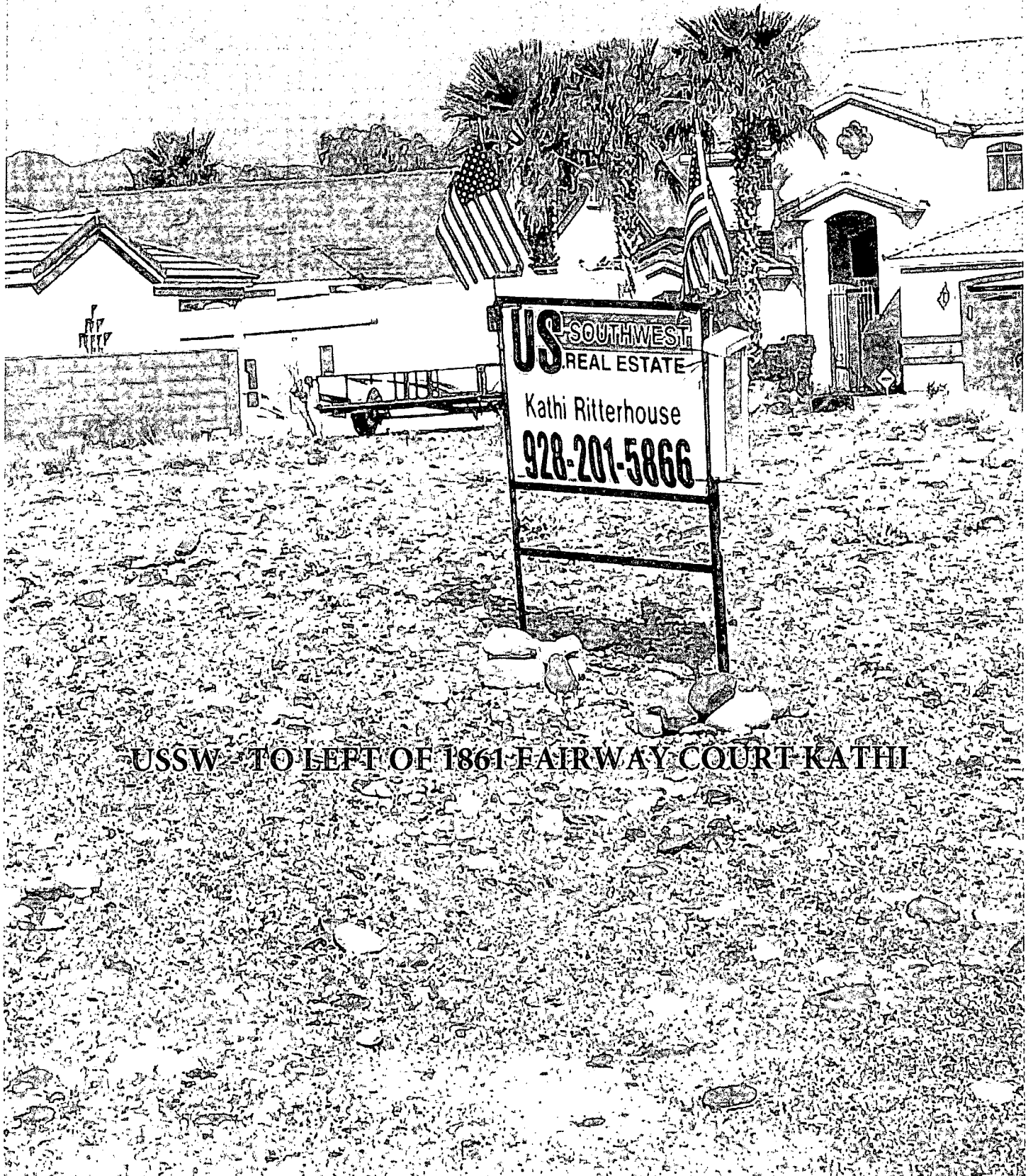
EXHIBIT B

Exhibit C

04.01.2019



Exhibit D



USSW TO LEFT OF 1861 FAIRWAY COURT KATHI

Exhibit E

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

BUILD TO SUIT  
788-7777

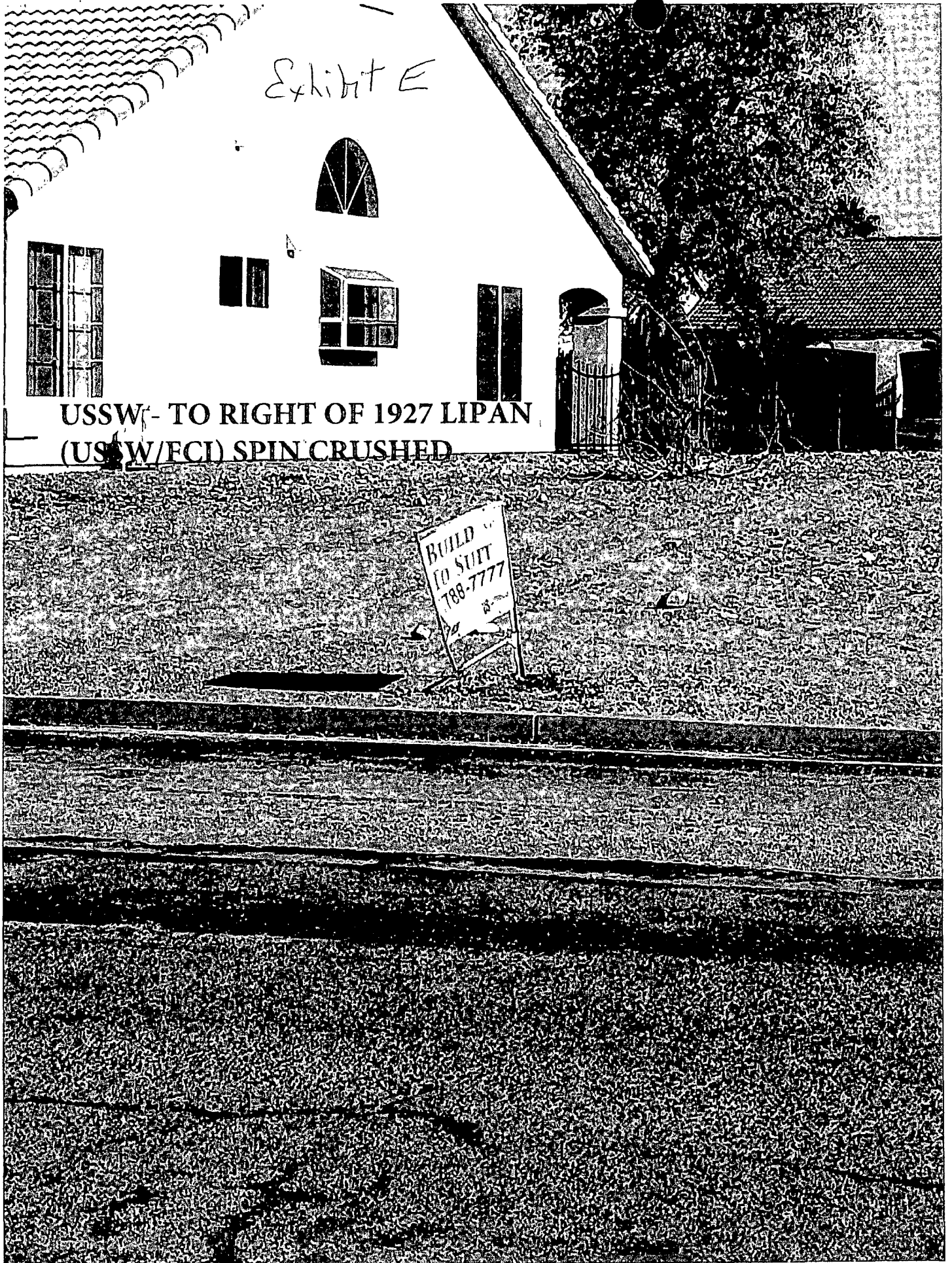


Exhibit F

KELLER WILLIAMS TO THE RIGHT OF 1962  
DESERT LAKES PLACE

