

1 municipal ordinance, contract or franchise, may have determined any question of
2 construction or validity arising under the instrument, statute, ordinance, contract, or
3 franchise and obtain a declaration of rights, status or other legal relations thereunder”.;
4 12-1843 (Words construed) “The word “person” wherever used in this article shall be
5 construed to mean any person... of any character whatsoever”.; 12-1842 (Construction)
6 “This article is declared to be remedial; its purpose is to settle and to afford relief from
7 uncertainty and insecurity with respect to rights, status and other legal relations; and is to
8 be liberally construed and administered”.

9 10 11 MEMORANDUM OF POINTS AND AUTHORITIES

12
13 Defendant’s “History” intermingles Responses for two different Motions for
14 Declaratory Judgment in their May 10, 2019 filing under the confusing title of a
15 Response to a “Second Motion for Declaratory Judgment” and then proceeds to confuse
16 the Court and muddy the waters by not focusing on the signage issue but rather focuses
17 on the Defendant’s claim of abandonment of the CC&Rs.
18

19
20 To be clear, the issue of non-abandonment of the CC&Rs is the first Declaratory
21 Judgment that was filed in December 2018. This issue regarding the Court’s language of
22 “denial at this time” and need for Reconsideration given the more convenient “timing”
23 for the Court was filed on April 12, 2019. The issue of non-abandonment is addressed
24 appropriately in Plaintiff’s May 13, 2019 Reply on that issue.
25

26
27 The issue of advertising signage on unimproved lots is the focus of the second
28 Declaratory Judgment and the focus of this Reply. The dispute on signage is for the Court
to determine if “Build to Suit” and “Development Services” signage is advertising

1 signage or the same as a “for sale” sign as the Defendants wish to claim. Plaintiff’s
2 Motion on Signage is not a refiling nor should it be considered by the Court as a Motion
3 for Reconsideration.
4

5 The Plaintiff contends that the photographic evidence is clear that Fairway
6 Constructors, Inc. “Build to Suit” signage is commercial signage and not a “for sale”
7 sign. Fairway Constructors, Inc. has admitted they do not even own any lots in Desert
8 Lakes Golf Course and Estates Tract 4076-B. Refer to Defendant’s “Answer” page 5,
9 paragraph 31. A corporation is not a natural person. In general this misconduct may
10 include abusing the corporation (e.g. intermingling of personal assets of lots owned by
11 the Ludwigs and Azarmi families and corporate assets). Existence of a corporation as a
12 “person” is separate and distinct from its shareholders, officers and employees.
13
14

15 Regarding Defendant’s “Summation” that “hundreds of individual defendants
16 exist who have not been named as parties to this action”, Plaintiff is unaware of any other
17 commercial advertising on unimproved lots in Desert Lakes Golf Course and Estates and
18 the Defendants have presented no evidence in Discovery or otherwise to support this
19 claim.
20
21

22 Until the Court rules on relief from uncertainty and insecurity with respect to
23 enforcement of all types of signage on unimproved lots in accordance with Statute 33-
24 440 and paragraph 12 of Desert Lakes Golf Course and Estates Tract 4076-B CC&Rs, the
25 Plaintiff has no just cause to enforce violations of for sale signage on unimproved lots.
26 Further, Plaintiff is unaware of hundreds of these violations that the Defendants are
27 claiming exist. Especially given the County reported that only 46 lots were vacant in
28

1 Tract 4076-B in 2016 and Plaintiff is aware of a substantial number of unimproved lots
2 that do not have any for sale signage on lots. Until adjudication by the Court, a courtesy
3 letter to the property owners or realtors of this violation of CC&Rs cannot be mailed by
4 the Plaintiff.
5

6 In regards to the Plaintiff's pro per pleadings, she cites quotes from case law that
7 the Court is already well aware of but for the benefit of the Defendants and a reminder to
8 the Court, herein are a few quotes: "... the right to file a lawsuit pro se is one of the most
9 important rights under the constitution and laws." "Pro se pleadings are to be considered
10 without regard to technicality; pro se litigants' pleadings are not to be held to the same
11 high standards of perfection as lawyers." "Pleadings are intended to serve as a means of
12 arriving at fair and just settlements of controversies between litigants. They should not
13 raise barriers which prevent the achievement of that end. Proper pleading is important,
14 but its importance consists in its effectiveness as a means to accomplish the end of a just
15 judgment." "A pro se litigant should be given a reasonable opportunity to remedy defects
16 in his pleadings if the factual allegations are close to stating a claim for relief." "pro se
17 pleadings are held to 'an especially liberal standard'; Fed.R.Civ.P. 8(f) "All pleadings
18 shall be so construed as to do substantial justice".
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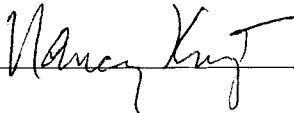
23 With regards to the ongoing and extensive dilatory practices of the Defendants to
24 date, the Plaintiff cites the following case law quote: "Due to sloth, inattention or desire
25 to seize tactical advantage, lawyers have long engaged in dilatory practices... the glacial
26 pace of much litigation breeds frustration with the Federal Courts and ultimately,
27 disrespect for the law."
28

1 Facts matter. Evidence matters. The Declaratory Judgment on Signage needs to be
2 adjudicated on the merits of facts and evidence. Defendants have offered no just cause for
3 denial of Plaintiff's Motion for Declaratory Judgment on Signage.
4

5 Plaintiff pleads for a Declaratory Judgment Order/Ruling for relief from
6 uncertainty and insecurity with respect to the Defendant's commercial advertising
7 signage and specifically cited by the Court as not a "for sale" sign.
8

9 Plaintiff pleads for a Declaratory Judgment Order/Ruling for relief from
10 uncertainty and insecurity with respect to enforcement of all types of signage on
11 unimproved lots in accordance with Statute 33-440 and paragraph 12 of Desert Lakes
12 Golf Course and Estates Tract 4076-B CC&Rs.
13

14 RESPECTFULLY SUBMITTED this 13th day of May, 2019

15
16  _____

17 Nancy Knight
18 Plaintiff Pro Per
19

20 Copy of the foregoing was emailed on May 13, 2019 to:
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22 Attorney for the Defendants

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27
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