

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2013-014446

03/02/2015

HONORABLE JAMES T. BLOMO

CLERK OF THE COURT
G. Verbil
Deputy

STEVEN PIPER, et al.

J ROGER WOOD

v.

WILL ROGERS EQUESTRIAN RANCH
COMMUNITY ASSOCIATION

AUGUSTUS H SHAW IV

UNDER ADVISEMENT RULING

The Court has before it, following oral argument, Defendant's Verified Motion for Summary Judgment filed August 6, 2014, Plaintiff's Response to Defendant's Verified Motion for Summary Judgment and Plaintiff's Cross-Motion for Summary Judgment filed September 14, 2015, Defendant's Reply in Support of Verified Motion for Summary Judgment and Response to Cross-Motion for Summary Judgment filed October 20, 2014, and Plaintiff's Reply in Support of Verified Cross-Motion for Summary Judgment filed October 29, 2014.

At the conclusion of oral argument on February 20, 2015 the Court denied Plaintiff's Cross-Motion for Summary Judgment.

Rule 56(c) of the Arizona Rules of Civil Procedure provides that the Court may grant a motion for summary judgment only if there "is no genuine issue of material fact..." Any evidence or reasonable inference contrary to fact which the moving party needs to show his entitlement to judgment will preclude summary judgment. *United Bank of Arizona v. Allyn*, 167 Ariz. 191 (Ct.App. 1990). If there are material facts upon which reasonable people could reach different conclusions, summary judgment is not appropriate. *Gold Insurance Company v. Grishom*, 126 Ariz. 123 (1980).

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In making a determination on a motion for summary judgment, the court should consider the evidence and state the facts in the light most favorable to the party opposing the summary judgment and indulge in all reasonable inferences in support thereof. *City of Tucson v. Sanderson*, 104 Ariz. 151 (1969). Moreover, courts have long held that the interests of justice are best served by a trial on the merits. *Comacho v. Gardner*, 104 Ariz. 555 (1969).

In this case the Court finds that based on the pleadings, affidavits, statements and argument of counsel that if a person decides to keep a horse in the community barn they agree to participate in the barn's program. While the document may be inartfully drafted, the plain meaning is clear. If you choose to board a horse you agree to the barn's programs.

In addition, the Court finds that there are no material facts in dispute as to Counts 1, 2, 3, and 4.

Accordingly,

IT IS ORDERED granting Defendant's Verified Motion for Summary Judgment.