IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR WHATCOM COUNTY

SCOTT HILLIUS, et al., Plaintiffs, v. 18 PARADISE, LLP, et al., Defendants.	No. 20-2-00701-37 MOTION FOR RECONSIDERATION ON PARTIAL SUMMARY JUDGMENT Judge Robert E. Olson February 26, 2021 Motions Calendar

I. INTRODUCTION

With all due respect, the Court's order raises issues that were not before it, finds disputes over factual questions that are undisputed, and fails to reach the fundamental legal question that has been fully developed and is ripe for decision. The Court ruled that questions of fact, whether a change in neighborhood conditions or an emergent need for repairs to parts of the development in which all homeowners have a collective interest, can modify the declarant's power to amend the Declaration, when that power is derived only from the plan of development set forth in the Declaration itself, and when the plan of development is established as a matter of law by the unambiguous language of the Declaration. The Court repeatedly refers to the failure or delay of the homeowners in establishing their association, but the Defendants never raised that argument, and there was no failure or delay as a matter of law. The Court found a factual dispute over the scope of the intended delegation of declarant rights from 18

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Paradise to MJ Management when the parties are in complete agreement that 18 Paradise intended a complete delegation of those rights with unfettered discretion about how to exercise them.

The Court should limit its consideration to the issues raised and briefed by the parties. Pursuant to CR 56(d) it should rule as a matter of law on all factual issues that have been established by undisputed evidence, and it should either determine the intent of the plan of development or identify any factual issues concerning it.

II. EVIDENCE RELIED UPON

1. Declaration of Matthew Davis. To facilitate the Court's review of this motion, a new declaration with all required documents is filed herewith.

2. Files and records herein.

III. FACTUAL BACKGROUND

A. The Court Can Define the Common Open Spaces With Precision.

The Declaration sets forth definitions of many of its terms, including, "Common Open Space."

> "Common Open Space" shall mean that certain real property described on Exhibit B which is annexed hereto and by this reference incorporated herein which is intended for the common use of all property owners in Homestead together with any later phased additions thereto.

Exhibit 1 at ¶ 1.3.8. Exhibit B to the Declaration identifies the initial Common Open Space as " 'TRACT A' AS IT APPEARS ON THE FACE OF MABERRY PLAT. SITUATE IN CITY OF LYNDEN, WHATCOM COUNTY, WASHINGTON." Exhibit 1 at Exhibit B thereto. The Maberry Plat is attached as Exhibit 2, and the Court can easily see that Tract A is the highlighted 276,520 square foot (6.35 acre) area adjacent to Fishtrap Creek. When the Declaration was recorded, Common Open Space consisted of a single discrete parcel of property.

When the Declaration was recorded, it also clearly identified what was NOT INCLUDED as Common Open Space.

> "Common Open Space" as used herein **does not and shall not include** the golf course, club house, R.V. storage and maintenance areas. It only includes the property described on Exhibit B and any phased amendments thereto.

Exhibit 1 at ¶ 2.3

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Paragraph 3.8 further states that the "Common Open Space" also included "any later phased additions thereto," and paragraph 3.8 provides that the declarant may add to the Common Open Space "by filing a phasing amendment to this document." *Id.* at ¶¶ 1.38, 3.8. A phasing amendment was the only means by which the Common Open Space could be increased, and the declarant in fact recorded four such phasing amendments between 1992 and 1995.

The Court can identify the mechanism for defining Common Open Space with precision. The Declaration clearly sets forth the requirements for phasing additional Common Open Space.

> 3.8 Phasing. The Declarant reserves the right to phase and add to the Common Open Space for which the easement and license herein is granted by filing a phasing amendment to this document, said amendment having reference to the Auditor File Number of this document and setting forth the legal description of additional real property which is added to the Common Open Space.

Exhibit 1 at ¶ 3.8. The Court therefore can conclusively state that the Common Open Space in the Homestead PRD consists of Tract A to the Maberry Plat and such additional areas that were added in compliance with paragraph 3.8 of the Declaration. Paragraph 3.8 requires a recorded amendment to the Declaration stating that it is phasing in additional Common Open Space and includes a legal description of the additional areas.

B. <u>The Court Can Define the Scope of Maintenance With Precision</u>.

The Court, likewise, can clearly define the scope of work for which the maintenance fees may be used. The Declaration contains a separate provision dedicated to that question.

> So long as the Declarant or such heirs, successors or assigns continue to own and hold title to the Common Open Space, payments for costs and expenses shall be funded by joint maintenance fees provided by the Parcel Owners other than the Declarant. The Declarant shall manage and maintain the Common Open Space. All costs and expenses of maintenance of and improvements to the Common Open Space shall be paid by the Declarant, its heirs, successors and assigns (other than the Parcel Owners or the Association). Maintenance also includes maintenance of entry signs and landscape, mailbox surrounds, street light electrical power bills, and maintenance of lights not maintained by the City of Lynden.

Exhibit 1 at ¶ 3.3. The Court's recognition and enforcement of this provision is essential because the Defendants have suggested that the maintenance fee is, in effect, a slush fund that they can use however they wish.

In his declaration, O'Bryan testified that MJ Management could use the maintenance fees to maintain "all common infrastructure that serves the residential subdivision," "for property management of the

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residential subdivision," "streets," and managing "the stormwater and runoff from the residences and buildings flows to the Golf Course and its retaining ponds." O'Bryan Declaration at ¶¶ 3, 6, 7, 8. He even goes so far as to claim that MJ Management uses the maintenance fee for "its overall operation and management of the Golf Club and Resort." O'Bryan Declaration at ¶ 3.

The biggest problem with O'Bryan's statement is that there is no such thing as the "Homestead Resort". Homestead owners have no interest in, ties to, or relationship with the golf course. The only connection is that 18 Paradise and MJ Management both own, operate, and maintain the golf course and the Common Open Space of the Homestead residential neighborhood. Although the two share no real connection, O'Bryan admits in his declaration that MJ Management commingles the maintenance fee with its golf course finances. Or, as he puts it, "MJ Management's financial accounting deals with expenses and revenues for the Homestead Resort as a whole," which again does not even exist. O'Bryan Declaration at ¶ 15. O'Bryan refers to the "Homestead Report" to justify using the maintenance fees on whatever aspect of the golf course he wishes.

Instead of relying on O'Bryan's apportionment of expenses, the Court could simply state which expenses can be paid with maintenance fees so that a qualified third party could provide an objective assessment. Paragraph 3.3 of the Declaration provides the Court with all the information it would need.

In this regard, the Court already appears to have partly accepted MJ Management's misleading expansive definition of maintenance. With respect, the Court then erroneously ruled that the permissible use of the maintenance fee included "the apparent emergent need for common area maintenance and repair over parts of the development in which all homeowners have a collective interest." Order at ¶ 2(d). The maintenance scope **does not** include arbitrary areas in which "all homeowners have a collective interest". It applies only to the defined Common Open Space with the limited inclusion of items specifically described in paragraph 3.3 of the Declaration.

C. <u>The Plan of the Development Is Set Forth in the Declaration</u>.

As the Court correctly points out in its order, the validity of the Sixth and Seventh Amendments may turn on whether they are "reasonable and consistent with the general plan of development." Order at ¶ 2(d). That is the standard set forth in Washington law.

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However, the more challenging task is to determine the actual "plan of development." In its order, the Court suggests that the plan of development may be altered by "a change in neighborhood conditions" or "the apparent emergent need for common area maintenance and repair over parts of the development in which all homeowners have a collective interest." Order at ¶¶ 2(b), 2(d). However, the plan of development is not the product of whims or shifting winds.

A plan of development is important because homeowners rely on it when purchasing property. The plan of development is important in the present context precisely because it cannot be changed to the detriment of homeowners who relied on it. If a change in neighborhood conditions or an emergent need for maintenance could justify modification of a plan of development, then the plan would have no meaning at all.

The Court appears to have concluded that it lacks a sufficient basis to declare what the Homestead plan of development says about the Sixth and Seventh Amendments, and Plaintiffs respect that decision. However, the Court can and should declare that the plan of development is to be found in the Declaration and nowhere else.

D. Homestead Owners Did Not Fail to Establish the HOA or Elect a Board.

The Court repeatedly referred to "a failure by the Homestead property owners to form a governing homeowners' association," stated that "the Plaintiffs are homeowners all of whom have failed to form a governing association and board," and questioned whether "an unreasonable delay in asserting those rights represents a detriment to the Defendants legally or financially." Order at ¶¶ 2(b), 2(c) and 3. The Court's comments were something of a surprise because Defendants never raised those arguments. Defendants never suggested that Plaintiffs or class members failed in any respect to form their own homeowners association.

To the contrary, Defendants argued that Plaintiffs and class members could not establish their homeowners association because of "the unusual history of the Homestead and its intentional lack of a functioning, incorporated homeowner's association." Response at 3. Defendants acknowledge that the Plaintiffs and class members have not established their homeowners association because they are prevented from doing so, but the Court lays the blame at Plaintiffs' feet.

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As Plaintiffs have pointed out, the homeowners association was created by the Declaration and continues to exist. The Master Declaration provides that "There is hereby established an Owners Association to be known as the 'Homestead Owners Association'." Exhibit 1 at ¶ 4.1. As a practical matter, the only way a homeowners association can be created is with the recording of restrictive covenants. That happened here, and no one can say that the association does not exist.

The Court's concern seems to lie more with the fact that the association has not yet organized, which the Court says is the fault of the homeowners themselves. However, as the Court no doubt is aware, almost every subdivision and condominium sees a delay in the formation of the homeowners association in the declaration and its establishment. For condominiums, RCW 64.34.316 sets forth extensive rules for the period of declarant control over the condominium association, and for new single family developments, RCW 64.90.415 sets forth similar constraints on declarant control over homeowner associations. Homestead happens to predate those statutes, and it is not directly governed by them, but a period of prolonged declarant control in no way means that the homeowners have failed in some way.

Here, the Declaration provides that "the Association shall operate in advisory capacity only to the Declarant" until the Declarant conveys the Common Open Space to the association. Exhibit 1 at ¶ 4.3. It further provides that the Association shall assume full power after the transfer.

> In the event that the Declarant, its successors or assigns exercise their right and power to convey the Common Open Space to the Association in accordance with the provisions of Article III hereinabove, the Association shall have power to manage the Common Open Space and establish annual assessments and charges on each parcel.

Exhibit 1 at ¶ 4.4. The homeowners association can only be organized after the declarant transfers the Common Open Space, and the declarant has not yet done so. In fact, it steadfastly refuses to do so. The fact that the conditions for establishment of the homeowners association have not yet occurred does not mean that the association has failed to establish itself.

The association exists and remains prepared to organize itself. Pursuant to the Declaration, the declarant must give notice to all homeowners when it transfers the Common Open Space, and a special meeting of the membership shall be held within 30 days of the transfer date. Exhibit 1 at ¶ 4.4.1. At that meeting, the members must decide upon the form of the association and elect a Board. *Id.* at ¶¶ 4.4.1(a)

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and 4.4.1(b). Until the declarant transfers the Common Open Space and gives the requisite notice, the homeowners association can only sit by and wait.

Whether the homeowners can force the declarant to transfer the Common Open Space to the association is one of the big questions in this case. That question raises a number of substantial and important legal questions, and the Court should not prejudge it by blaming the Plaintiffs and class members for their predicament.

E. 18 Paradise Intended to Delegate Absolute Declarant Authority and Discretion to MJ Management.

The Court's order states that there are material questions of fact about "the degree to which MJ Management had agency, whether express, implied or apparent, to act as Declarant." Order at ¶ 2(a). A question of fact requires a dispute between the parties, and no such dispute exists here.

In its response to Summary Judgment, MJ Management asserted that "The Lease delegated complete authority to MJ Management to manage the Homestead," and that "Homestead's Owner then leased and delegated all maintenance, operational, and managerial authority to MJ Management." MJ Management Opposition at 3, 4. In its Joinder to MJ Management's response, 18 Paradise stated that "18 Paradise intended to delegate declarant rights to MJ Management, LLC regarding the common open space within Homestead," and that "18 Paradise did not review, approve, or have any role in the recording of the Sixth and Seventh Amendments to the CCRs, as it considered this to be within the scope of MJ's rights and duties under the Lease." Joinder at 1, 2. To those statements, Plaintiffs effectively responded both in their reply brief and at oral argument, **"We agree."** When faced with absolute, unequivocal and unqualified agreement by all affected parties on a question of fact, a court really has no choice but to rule the fact conclusively established for the case.

IV. ARGUMENT

A. Pursuant to CR 56(d), the Court Should Rule on the Undisputed Facts.

The question on summary judgment is whether factual disputes preclude entry of judgment, and it is the duty of the Court to enter judgment as a matter of law on all issues that are not subject to dispute. Specifically, CR 56(d) provides that:

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> If on motion under the rule judgment is not rendered upon the whole case or for all the relief asked and a trial is necessary, the court at the hearing of the motion, by examining the pleadings and the evidence before it and by interrogating counsel, shall if practicable ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted. It shall thereupon make an order specifying the facts that appear without substantial controversy, including the extent to which the amount of damages or other relief is not in controversy, and directing such further proceedings in the action as are just. Upon the trial of the action, the facts so specified shall be deemed established, and the trial shall be conducted accordingly.

Although the Court has found that some issues before it present disputed questions of fact and has declined to reach others, it still can and should resolve those issues that can be decided now. Among other things, it is axiomatic that when the parties to a summary judgment motion agree to a material issue of fact in the case, that fact has been established.

Most of the questions in this motion concern the meaning of the Declaration of Restrictive Covenants, which is a simple matter of contract interpretation. *Wilkinson v. Chiwawa Communities Ass'n*, 180 Wn.2d 241, 249, 327 P.3d 614 (2014) ("Interpretation of a restrictive covenant presents a question of law."). Simply stated, the terms of restrictive covenants are interpreted consistent with their "ordinary and common use" and courts enforce what they plainly say. *Viking Properties, Inc. v. Holm*, 155 Wn.2d 112, 120, 118 P.3d 322 (2005).

B. <u>The Court Should Define the Homestead PRD Common Open Space</u>.

The identity of the Common Open Space is perhaps the single most important question in this action. As set forth above, the Declaration includes a clear and unambiguous definition of the term "Common Open Space." The Common Open Space originally was limited to a single tract in the Maberry plat and was expanded in phasing amendments to the declaration. Those phasing amendments and the related plats are not presently before the Court, but they are readily identifiable public records and accessible to the parties. The Court need not identify every part of the Common Open Space by legal description as long as it adopts a definition that allows the parties to do so. As set forth above, the Common Open Spaces are defined by the Declaration as Tract A in the Maberry Plat along with any additional areas phased in under the terms set forth in the Declaration.

This issue has critical importance here because Defendants have attempted to argue that areas outside that definition are Common Open Space. Moreover, the Court's order appears to endorse some of those arguments when it refers to "parts of the development in which all homeowners have a collective interest"

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as if they were Common Open Space. The Court should interpret and enforce the Declaration as it was written, not as it could have been written. The Court's imprecision is understandable given that it has not before been asked to define the Common Open Space, but all of the parties will benefit by being on the same page.

C. The Court Should Define the Scope of Work Included in Maintenance.

For many of the same reasons, the Court should define the scope of work for which the maintenance fee may be used. Pursuant to the Declaration, maintenance fees may be used for more than just maintenance of the Common Open Space, but the permissible scope is still limited and defined. Exhibit 1 at ¶ 3.3. MJ Management has taken the position that it can spend the maintenance fees however it wants, but that is not what the Declaration says.

Maintenance fees can be spent on maintenance of the Common Open Space, entry signs and surrounding landscaping for the residential neighborhood, maintenance of mail box surrounds, street light electrical power bills, and maintenance of street lights that are not maintained by the City of Lynden. Exhibit 1 at ¶ 3.3. Although that list is broader than just maintenance of the Common Open Space itself, it does not include numerous elements that MJ Management has argued are included, such as "all common infrastructure that serves the residential subdivision," "property management of the residential subdivision," and managing "the stormwater and runoff from the residences and buildings flows to the Golf Course and its retaining ponds." O'Bryan Declaration at ¶¶ 3, 6, 7, 8. As long as the parties maintain differing interpretations of the permissible use of maintenance fees, they will be unable even to attempt to reach an agreement about the issues in this case.

The scope of permissible uses of the maintenance fees is a question with a clear and objective answer. The Court will have to answer that question, and it should do so now.

D. The Court Should Rule That the Plan of Development Is Set Forth in the Declaration.

As set forth above the Homestead "plan of development" is an essential element of almost every significant question in this case. That term appears to have first occurred in this context in *Bersos v. Cape George Colony Club*, 10 Wn.App. 969, 972 521 P.2d 1217 (1974) and to have gained traction over the

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years. In *Lakemoor Community Club, Inc. v. Swanson*, 24 Wn.App. 10, 15, 600 P.2d 1022 (1979), the court clarified the basic rule:

> We hold, therefore, that the clause in the Declaration of Restrictions, which reserves to the owner "the right to alter, amend, repeal or modify these restrictions at any time in its sole discretion" is a valid clause so long as it is exercised in a reasonable manner as not to destroy the general scheme or plan of development.

Washington cases have zealously guarded the right of homeowners to rely on the terms of their covenants, and they have consistently referred back to the declaration of covenants for the plan of development. *E.g., Wilkinson v. Chiwawa Communities Ass'n*, 180 Wn.2d 241, 256-57, 327 P.3d 614 (2014). The restrictive covenants are the only objective source for the plan of development, and courts consider them the primary authority.

This Court likewise should enforce the plan of development as set forth in the Declaration in a manner consistent with Washington law and equity. It should require MJ Management to manage the Common Open Space in the manner set forth in the Declaration and to segregate maintenance fees from golf course revenues. It should ensure that maintenance fees are spent on the things allowed by the Declaration and not diverted to other purposes. Much of that is beyond the scope of the present motion, but the Court could start by declaring that the plan of development is set forth in the Declaration so that everyone knows the rules.

E. <u>The Court Should Rule That the Homeowners Have Not Failed to Establish the Association</u>.

The Court has repeatedly questioned whether Homestead owners are at fault for failing to organize their homeowners association, and treats that question as an important consideration in its order. None of the Defendants have ever taken that position. It is the Court's own argument. However, it is not the role of courts to inject their own arguments or theories into cases. As the Supreme Court has said many times, "we are not in the business of inventing unbriefed arguments for parties *sua sponte*." *State v. Saintcalle*, 178 Wn.2d 34, 309 P.3d 326, (2013); *In re Coats*, 173 Wn.2d 123, 267 P.3d 324, (2011).

Defendants have never raised this argument because they acknowledge that Homestead owners have been barred from organizing their association by an "intentional" decision of the declarant. MJ Management Opposition at 3. MJ Management even goes so far as to admit that this decision puts it in violation of a provision for association budgets in the recently enacted Uniform Common Ownership

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Interest Act. Response at 9 (citing RCW 64.90.525). Although most of that Act does not apply to existing developments, RCW 64.90.525 does, and it requires a vote and ratification of budgets by a majority of the homeowners. MJ Management inexplicably claims that is can comply with that requirement with a hand-picked advisory board and some kind of vote without an association. MJ Management Response at 9.

It is true that the homeowners have not organized their association for the simple reason that they may not do so until the declarant transfers the Common Open Space to it. The consequence of the lack of an association is that the budget process for Common Open Space maintenance has not complied with statutory requirements since 2018. Homestead owners are not at fault for the lack of an active homeowners association; they are the victims.

F. <u>The Court Should Rule That 18 Paradise and MJ Management Intended to Delegate All Declarant Rights to MJ Management Along With Discretion to Exercise Them</u>.

Lastly, the Court should rule that 18 Paradise and MJ Management intended for the Lease Agreement to delegate all declarant rights to MJ Management with discretion to exercise those rights as MJ Management saw fit. The Court's order states that questions of fact exist concerning

> the degree to which MJ Management had agency, whether express, implied or apparent, to act as Declarant, or whether, in the absence of clear agency, Defendant 18 Paradise has ratified the actions of MJ Management.

Order at ¶ 2 (a). For a question of fact to exist, the parties would have to have differing interpretations of the evidence, but they do not. Plaintiffs have unequivocally accepted the Defendants' evidence and assertions about the delegation of declarant rights. No dispute exists.

Moreover, the Court states that a question of fact exists about an agency relationship, but the parties are in agreement that no agency relationship was intended. The Lease Agreement itself states that:

> This Agreement is not one of agency by Manager for Owner but one with Manager engaged with respect to the functions undertaken by or assigned to Manager under this Agreement independently in the business of managing properties on its own behalf, as an independent contractor.

Exhibit 5 at ¶ 1.2. The relationship between 18 Paradise and MJ Management was one of delegation, not agency. Although similar in certain respects, a delegation and an agency relationship are two different things.

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In addition to being a relationship of delegation rather than agency, it also is undisputed that the delegation included unfettered discretion for MJ Management to determine how and when to exercise the declarant rights. 18 Paradise has repeatedly stated on the record that it "did not review, approve, or have any role in the recording of the Sixth and Seventh Amendments to the CCRs, as it considered this to be within the scope of MJ's rights and duties under the Lease." Joinder at 2. Similarly, 18 Paradise submitted the declaration of its speaking agent Raymond Chou that the delegation

> included all of the declarant's rights to set and collect maintenance fees collectible from Homestead homeowners, use those fees to manage the common open space, and amend Homestead's covenants, conditions and restrictions ('CCRs') as necessary to accomplish those tasks.

Chou Declaration at ¶ 3.

A delegation coupled with discretion is in a class of its own. The discretion element further demonstrates the absence of an agency relationship. The hallmark of an agency relationship is the right of the principal to control the details of the agent's work. *Wilcox v. Basehore*, 187 Wn.2d 772, 789, 389 P.3d 531 (2017). Instead of controlling the details of MJ Management's exercise of the declarant rights, 18 Paradise delegated it the right to exercise those rights without giving notice or seeking approval.

Legal questions do remain concerning the delegation, but they are not ripe for decision on the current record. For example, a person may not delegate the power to perform a nondelegable duty. *Vargas v. Inland Washington, LLC,* 194 Wn.2d 720, 452 P.3d 1205 (2019). Similarly, some powers by their very nature are nondelegable. *State v. Dougall*, 89 Wn.2d 118, 570 P.2d 135 (1977). At this point, the Court can only rule that 18 Paradise and MJ Management intended for their agreement to delegate full declarant rights to MJ Management along with the discretion to decide how to exercise them.

V. PROPOSED ORDER

Plaintiffs request that the Court revise its Order. For ease of reference, a redlined version of the Court's Order and a clean Proposed Order are attached hereto.

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VI. CONCLUSION

Although the Court declined to rule on the ultimate questions presented by the motion, substantial progress was made in defining and narrowing the issues in this case. The Court should not let those efforts go to waste. Pursuant to CR 56(d), the Court should rule as a matter of law on the questions that have been resolved and further should remove erroneous statements of fact from its decision.

DATED this 11th day of February, 2021

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