No. 99457-9

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

GENE and MARALEE BOUMA,

Appellants,

vs.

SILVERADO COMMUNITY ASSOCIATION,

Respondent.

RESPONDENT'S ANSWER TO APPELLANTS' PETITION FOR REVIEW

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I. INTRODUCTION

Respondent Silverado Community Association ("Association") asks this Court to deny review of the November 23, 2020 unpublished decision of Division I of the Court of Appeals. The decision affirmed the trial court's orders in the matter dismissing the Petitioner Gene and Maralee Boumas' ("Boumas") action and awarding the Association "prevailing party" attorney's fees. The Court of Appeals correctly (and consistent with Washington law) held that the trial court properly (1) denied the Boumas' motion for summary judgment, (2) granted the Association's "competing" motion for summary judgment, and (3) awarded "prevailing party" attorney's fees to the Association, under the language of the "2015 Amended CC&Rs" (discussed below).

The Petition simply reflects a continued effort by two affluent litigants to have a higher court change properly-issued rulings of a lower court.[1] For the reasons shown below, the Boumas' Petition does not trigger RAP 13.4(b)(1), (2), or (4) for this Court to grant their Petition for Review. Review should be denied.

[1] The Boumas also want the Supreme Court to address the attorney's fees recoverability issue raised by them for the first time in the Court of Appeals.

II. NO ISSUES FOR REVIEW PRESENTED

There is no merit for review in this case. The Association does not present any additional issues for review (except for seeking attorney's fees and costs in answering the Boumas' Petition, under RAP 18.1(a) and (j)).

III. COUNTER-STATEMENT OF THE CASE

The running, overly-dramatic theme of the Boumas action to date has been that the Association's 2015 amendments of the original Conditions, Covenants & Restrictions ("Original CC&Rs") for the Silverado Community Association (done by an 87.5% majority[2] of the owners of lots in 2015) "is a classic case of the tyranny of the majority running roughshod over the property rights of the minority [i.e., the Boumas]". See CP 317, CP 372, and CP 377.

The legal arguments put forward by the Boumas to pursue this theme inappropriately relied on the misapplication of controlling Washington cases, inadmissible extrinsic evidence of Gene Boumas' "intent", numerous, inapposite easement and "statute of frauds" cases, and non-persuasive CC&R appellate decisions from other jurisdictions. The trial court below properly utilized the applicable test for the propriety of the 2015 amendments of the Original CC&Rs ("2015 Amended CC&Rs") under current and well-developed Washington law -

[2] This was much more than the 60% majority required.

> When the governing covenants authorize a majority of homeowners to *create* new restrictions unrelated to existing ones, majority rule prevails "provided that such power is exercised in a reasonable manner consistent with the general plan of the development."

Wilkinson v. Chiwawa Communities Ass'n, 180 Wn.2d 241, 256 (2014) (italics original) (CP 322).

The appeal originates from a Motion for Summary Judgment the Boumas filed in this matter on April 20, 2018, seeking a ruling that the 2015 Amendments to the CC&Rs were void as a matter of law. CP 87-106. The trial court denied the Boumas' Motion. In the very-detailed July 12, 2018 Order issued by the Court, the Court rejected the Boumas' argument that they had to sign the amended CC&Rs to make them valid. It also ruled (applying the test found in *Wilkinson*) that the Association had the authority adopt amendment covenants and that the amendments adopted by the Association were valid and enforceable. The Court ruled as matter of law that the actions of the Association were legally permissible. CP 318-330.

After that ruling, no issue of material fact existed in this matter to prevent the entry of an order of summary judgment in favor of Association. Thus, the Association moved the trial court on January 10, 2019 to grant summary judgment in its favor. CP 331-353; 378-331. To oppose the Association's motion, the Boumas made the exact same arguments put forth previously for their denied motion for summary judgment. The Court

granted summary judgment in favor of the Association on November 13, 2019 dismissing the Boumas' action with prejudice. CP 382-383.

The Boumas simply did not meet their burden in the trial court to show that, as a matter of law, the Association's 2015 Amended CC&Rs (1) were not allowed, (2) did not comply with applicable Washington law, and (3) were "void" and unenforceable. The Court of Appeal affirmed the trial court orders below (denying the Boumas' summary judgment motion and granting the Association's motion for summary judgment) for that fundamental reason.

Finally, the trial court below awarded "prevailing party" attorney fees to the Association on December 20, 2019. The trial court recognized the "excusable neglect" in the Association's new attorney's inability to adequately prepare and file a Motion for Attorney's fees by November 23, 2019 was established. Consistent with CR 54 precedent, the Court of Appeals agreed with the award of attorney's fees under the "prevailing party" attorney fees provision of the "2015 Amended CC&Rs" (in its unpublished decision).

IV. ARGUMENT WHY REVIEW SHOULD BE DENIED

RAP 13.4(b) provides that a petition for review will be accepted by this Court only:

(1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or

(2) If the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; or

(3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or

(4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

The Boumas rely on RAP 13.4(b)(1), (2), and (4) for the basis of their Petition for Review. The Boumas' failure to trigger the application of any of these three bases for review is discussed below.

A. <u>There is No Conflict with a Decision of the Washington Supreme Court on Multiple Relevant Issues -- RAP 13.4(b)(1)</u>

1. "Witness Credibility" and "Independent Reciprocal Analysis"

The Boumas argue incorrectly that the Court of Appeals "ignored [what this Court] directed to be considered in the 'surrounding facts' inquiry" under *Wilkinson v. Chiwawa Communities Ass'n*, 180 Wn.2d 241, 327 P.3d 614 (2014). See p. 8 of Pet. For Review. The Boumas also erroneously contend that the Court of Appeals "failed to reverse the standard of review when reviewing the Associations motion for summary judgment". *Id.* The Boumas' arguments are based on their "misperception" that *credibility issues* mattered in determining the Boumas' and

Association's "competing" motions for summary judgment on the legal issues of interpretation of CCRs. See p.8 of Pet. For Review. They did not.

As noted by the Court of Appeals, "the [Boumas'] motion posed legal rather that factual questions" and "[b]y virtue of their filing their motions seeking summary judgment each party asserted there were disputes over material facts". See Fn. 1 and p. 4 of Court of Appeals decision. Moreover, the Court of Appeals correctly noted that Boumas' and Association's motions were essentially identical. "[T]he Boumas' response to the Association's motion for summary judgment listed the evidence they relied upon as 'this brief, their brief in support of their earlier motion for summary judgment, the declaration of Gene Bouma, the second declaration of Gene Bouma, and all other pleadings and papers filed in this matter.' The response brief mirrored their arguments in support of their earlier motion, and all other evidence had been previously available. There were no questions of material fact." *Id.* The Court of Appeals disposition of the *legal questions* posed by the Boumas' and Association's summary judgment motions, without addressing "credibility" issues, does not trigger the application of RAP 13.4(b)(1).

Contrary to the claim on page 9 of the Boumas' Petition, the Court of Appeals' procedural handling of the Bouma and Association "competing" summary judgment motions was also proper and consistent

with *Wilkinson v. Chiwawa Communities Ass'n.* In *Wilkinson,* both sides moved for summary judgment. *Id.* at 248. The *Wilkinson* Court noted that "[t]he parties largely agree] on the materials facts". *Id.* at 249.

Under those circumstances, the *Wilkinson* court was able to look exclusively to the language of the prior CC&Rs and the 2011 Amendment to decide the case for one of the two moving parties (as a matter of law) on their competing motions without needing to draw reasonable "inferences" from the "relevant" evidence for either side in the dispute. That is what the Court of Appeals did in this case.

Accordingly, the Court of Appeals' resolution of the Boumas' and Association's "competing" summary judgment motions was consistent with the Supreme Court's handling of the "competing" motions in *Wilkinson*. It does not trigger the application of RAP 13.4(b)(1).

2. "Intent" and "Interpretation."

The Boumas incorrectly assert that the Court of Appeals' decision conflicts with *Wilkinson* on the issues of "intent" and "interpretation". Specifically, the Petitioners contend, "The appellate decision conflicted with *Wilkinson v. Chiwawa* by ignoring what this Court directed to be considered in the 'surrounding facts' inquiry: consideration of the general character of the rural community in determining the homeowner's expectations. [Citation omitted.] There is also the interesting question of

which standard of interpretation applies when the homeowner involved in the dispute was previously the developer. The analysis on intent and construction against the drafter is different when the action is between multiple homeowners jointly governed by the covenants". Pet. For Review, pp. 8-9.

Contrary to the Boumas' position, the Court of Appeals followed *Wilkinson* on the issues of "intent" and "interpretation". The *Wilkinson* decision recognized that the trial court must ignore "extrinsic evidence" that "would vary, contradict or modify the written word or show an intention independent of the instrument" when determining the "intent" behind the language of the Original CC&Rs and the 2015 Amended CC&Rs (in the context of a motion for summary judgment). *Id.* at 256-257. This holding was properly followed by the Court of Appeals in its decision.

Applying the rules of contract interpretation, the trial court was able to determine the drafter's intent as a matter of law and conclude that power the adopt the 2015 Amended CC&Rs was "exercised in a reasonable manner consistent with the general plan of development". *Wilkinson v. Chiwawa Communities Ass'n*, 180 Wn.2d 241, 257, 327 P.3d 614 (2014). The Court of Appeals properly agreed with the trial court on this issue.

Contrary to the position taken by the Boumas, the trial court did not have to look to "evidence" outside of the Original CC&Rs and 2015

Amended CC&Rs to do that:

> *The Court concludes that the Association had authority to adopt amended covenants as a whole and that amending the covenants was consistent with the general plan of development*. In 2000 and 2001, the Developer recorded covenants and created a homeowners' association to govern Silverado East and West. As part of that governance structure, *the Developer also authorized the Association to revise and amend the covenants "in whole or in part".* (Restrictive Covenants ¶ 6.1). Furthermore, under Washington's Homeowners' Association statute, RCW 64.38.20, the Association has statutory authority to "exercise any other powers necessary and proper for the governance and operation of the association." *Nothing in the original covenants restricts the authority of the Association to amend its covenants or limits its ability to govern the residential development*.

CP 321-22 (italics added).

There simply were no triable "issues of fact" that prevented the trial court from its (1) "interpretation" of the language used in the Original CC&Rs and 2015 Amended CC&Rs and (2) deciding the intent of them as a matter of law (when denying the Boumas' motion). *Wilkinson* required the trial court below to (1) "give covenant language 'its ordinary and common use' and [ ] not construe a term in such a way 'so as to defeat the plain and obvious meaning'" and (2) "examine the language of the restrictive covenant and consider the instrument in its entirety". *Wilkinson, supra*. The trial court obviously did so when it properly denied the Boumas' motion for summary judgment. For this reason, the Court of Appeals'

affirmance of the trial court's disposition of the competing summary judgment motions is not in conflict with *Wilkinson* and does not trigger the application of RAP 13.4(b)(1).

3. The *Wilkinson* and *Shafer* Standards

The Boumas argue that that the Court of Appeals decision "blurs the line between covenants such as those in *Shafer* and those in *Wilkinson* and *Meresse* such that it ceases altogether". See p. 13 of Pet. for Review. This, the Boumas claim, triggers the application of RAP 13.4(b)(1) and (2). However, a review of the facts, CC&Rs, and holdings in the cases shows that the Boumas are mistaken in their views. The relevant and meaningful distinctions between the *Wilkinson* and *Shafer* decisions were recognized and followed by the Court of Appeals in this case. See pp. 6 and 7 of the Court of Appeals decision.

In *Shafer v. Bd. Of Trs. of Sandy Hook Yacht Club Estates, Inc.*, 76 Wn. App. 267 (1994), the Court held that when dissenting homeowners "had notice of the reservation of power" that allowed the homeowner corporation to create new covenants that benefit the community, the adoption of new covenants is permitted. *Id.* at 270, 272, 277. This issue was also addressed by the Washington Court in *Wilkinson v. Chiwawa Communities Ass'n.* In *Wilkinson,* "the Chiwawa general plan did <u>not</u> authorize a majority of owners to adopt new covenants". *Id.* at 256

(emphasis added). In that context, the *Wilkinson* Court distinguished the facts of the *Shafer* case and noted:

> While it is true that in *Shafer*, the court upheld the adoption of new restrictions on outdoor storage of inoperative motor vehicles and commercial fishing, even though no such rule had previously existed, the court did so only because the dissenting homeowners "had notice of the reservation of power" that allowed the homeowner corporation to create new covenants that benefited the community. 76 Wn. App. at 270, 272, 277. The Chiwawa homeowners did not. We reject the Association's position in favor of protecting the reasonable and settled expectation of landowners in their property.

Id. at 257.

In the instant case, it is clear that the Boumas had notice of the Association's reservation of power to amend the Original CC&Rs. The Boumas themselves developed Silverado East and Silverado West in the early 2000s. See CP 107-08. The Boumas' development company, Gene Bouma Development, Inc., made and entered the original Declaration of CC&Rs of the Subdivision Silverado West. CP 115-123 and Footnote 3 of the Court of Appeals decision. It allows for the amendment "in whole or in part" by 60% of the owners of the lots". See CP 122 and p. 3 of the Court of Appeals decision.

Similarly, the Boumas made and entered the Original CC&Rs of the Subdivision Silverado East, which also allows for the amendments "in whole or in part" by 60% of the owners of the lots". CP 154 and p. 3 of the

Court of Appeals decision. Moreover, Gene Bouma had previously served as President of the Association and his tenure as President was more than 10 years. CP 243.

Mr. Bouma was the authorized representative for the Association for previous amendments with 60%, and not 100%, requirements for amendment by the owners of the lots. CP 165-74. He not only knew about the Association's reservation of power, but he wielded it more than once during his tenure as President of the Association.

The Boumas were fine with changes to the CC&Rs when Mr. Bouma was President and was directing the changes to the CC&Rs. *See* CP 165-174. The Boumas expected the other lot owners of Silverado to abide by the rules and regulations when Mr. Bouma was in charge of the Association. The Boumas should have the same expectations now – despite the fact that Mr. Bouma is no longer President.

Because the Association's reservation of power was known to the Boumas, the Association was within its right to enact the 2015 Amended CC&Rs. In deciding the Boumas' motion for summary judgment, the trial court properly concluded that the *Wilkinson* requirements for "new" covenants were met by the 2015 Amended CC&Rs:

> Here, any covenant change requires more than a simple majority. But Wilkinson requires the Court to examine whether the covenants authorize new restrictions or only

> permit changing existing ones. *The Court concludes that the covenants authorize the Association to adopt new restrictions.* First, under paragraph 3.3, the covenants expressly provide for new restrictions, although in a technically infeasible way.
>
> > The Association may adopt bylaws and rules and regulations as it deems necessary or advisable for transaction of business. Such bylaws and rules and regulations are incorporated by reference as if fully set forth herein and each lot owner shall be required to abide by the rules and regulations.
>
> (Restrictive Covenants ¶ 3.3) ([underlining] added). The italicized language attempts to merge restrictive covenants with bylaws and rules and regulations, which is problematic. *But significant here is that the Developer intended the Association to adopt new bylaws and rules that would then have the force of restrictive covenants. This is clear evidence that the Developer intended the Association to adopt new restrictions as the residential development evolved.*
>
> Second, under paragraph 5.2, titled enforcement, the covenants state "the provisions contained in this Declaration or any amended or supplemental declaration shall be enforceable by proceeding for prohibitive or mandatory injunction." (Restrictive Covenants ¶ 5.2) (emphasis added). *Again, the [highlighted] language expressly provides for additional covenants beyond amendments to the current ones.* Under Wilkinson, the Court concludes that the original declarations intended the Association to adopt new restrictions to govern the residential neighborhood as it developed. Wilkinson, 180 Wn.2d at 256.

CP 322-23 (underlining emphasis original and *italics* added).

The Boumas argued that 15 separate sections of the 2015 Amended CC&Rs were "not enacted in 'a reasonable manner consistent with the general plan of development'". *See Wilkinson, supra*. The trial court

properly concluded there was no question of fact about these provisions, interpreted them as the Court properly does in CC&R cases, and ruled they were proper. *See* CP 323-330. The wording of many sections of the 2015 Amended CC&Rs contain similar language to the Original CC&Rs, including the following: Section 3.4 Animals (see CP 117, 149), Section 3.9 Fencing (see CP 118, 150, 183, 135, and 327), Section 3.12 Roof and Siding Materials, Section 4.5 Landscaping. The Court of Appeals' decision is not in conflict with a decision of the Washington Supreme Court.

B. There is No Conflict with Another Published Court of Appeals Decision on "Excusable Neglect" and "Attorney's Fees" Issues -- RAP 13.4(b)(2)

1. "Excusable Neglect"

The Boumas' contend that the Court of Appeals decision "contradicts explicit case law when it allowed the Association's untimely motion for attorney's fees and costs based upon a finding of excusable neglect". The only "error" on the issue of excusable neglect in this case is the Boumas' continued misplaced reliance on "failure to seek additional time" language from *Sound Medical Supply v. Wash. Dep't of Social and Health Svcs.*, 156 Wn. App. 364 (2010). *Sound Medical Supply* was an administrative law case dealing with a different filing rule and procedures. It is not a CR 54(d) case.

In *Sound Medical Supply*, the Court of Appeals was faced with the

issues of (1) interpreting the statutory language of "good cause" in former WAC 388–02–0580(2) (which was "undefined" and a "matter of first impression") and (2) determining whether the reasons for failure to file a petition for review of a DSHS decision and answer a "judicial summons" before the applicable deadline fell "under the two examples for 'good cause' provided in WAC 388–02–0020(2)". *Id.* at 370 and 373. *Sound Medical Supply* was simply not a CR 54 case involving a motion for attorney's fees that the Court of Appeals had to "follow".

The Court of Appeals followed and properly applied *Corey v. Pierce County*, 154 Wn. App. 752, 774, 225 P.3d 464 (2010) and *Clipse v. Commercial Driver Servs., Inc.*, 189 Wn. App. 776, 787, 358 P.3d 464 (2015) in its unpublished decision. The Court of Appeals' holding on "excusable neglect" did not conflict with CR 54-related holdings of other Courts of Appeal and trigger the application of RAP 13.4(b)(2).

2. "Attorney's Fees"

The Boumas claim that the Court of Appeals decision "conflicts with *Meresse* and similar cases" in allowing the Association to recover its attorney's fees and costs. It is not clear what "other similar cases" to which the Boumas are referring. What is clear, however, is that the Court of Appeals' decision is not in conflict with the distinguishable *Meresse* case.

In *Meresse v. Stelma,* 100 Wn. App. 857 (2000), the attorney's fee provision at issue read:

> If the parties hereto or any future owners of the above described property or their assigns shall violate or attempt to violate any of the covenants, restrictions, reservations or agreements herein from the date of purchase it will be lawful for any other person or persons owning real estate situated in Constant Oaks ... to prosecute any proceedings at law or equity against the persons violating or attempting to violate any restrictions, reservations, covenants, or agreements, and either to prevent him or them from doing so or to recover damages of other dues [sic] from such violation *including attorneys' fees and court costs.* (Emphasis added.)

Meresse v. Stelma, 100 Wn. App. 857, 868 (2000) (*italics* original and underlining added).

This "violation"-based attorney's fees recovery language cited above is far different from the "enforcement" language in the 2015 Amended CC&Rs (See provision language cited on page 15 of the Court of Appeals decision). That different language in the *Meresse* case CC&Rs is the reason the *Meresse* court concluded no fees were recoverable – "the instrument containing the original restrictive covenants merely provided for attorney fees if lot owners violated or attempted to violate 'any restrictions, reservations, covenants, or agreements.' Stelma's exercise of the majority-vote provision to amend the covenants was not such a violation". *Meresse,* 100 Wn. App. at 869 (underlining added).

The Boumas' careful avoidance of the word "unenforceable" in their

court filings did not change the character of their action to have courts rule that the 2015 Amended CC&Rs were "unenforceable". The Boumas claim in their Petition for Review that their lawsuit was merely "challenging the validity of the amendments of the original covenants". This claim does not define the "character" of their action; it elevates semantics over substance.

The character of the Boumas' action clearly was "reflected" in their Complaint. The Complaint asserted multiple times that the "2015 Amended CC&Rs are void and unenforceable". See CP 7 (Pars. 4.4 and 5.4) and CP 8 (Par. 6.4 and Section VII.D. in "Prayer for Relief"). The Association was successful in having the Boumas' action dismissed. The Boumas' entire case constituted "litigation involving the enforcement of any provision of the [2015] Declaration". CP 195.

The Boumas correctly noted in their Petition for Review that Section 10 of the 2015 Amended CC&Rs provides for attorney's fees "in any litigation involving the enforcement of any provision of the [2015] Declaration". See CP 195 and p. 19 of Pet. For Review. However, the Boumas simply ignore the fundamental difference between the language of the "attorney's fee" provisions in the *Meresse* case and in the instant case.

The Court of Appeals properly concluded that the *Meresse* case is distinguishable. It recognizes the important difference between the CC&R language for recovering "attorney's fees" in that case versus the CC&R

language applicable in the instant case. See p. 15 of Court of Appeals Decision. The Court of Appeals decision does not "conflict[ ] with *Meresse* and similar cases" and trigger the application of RAP 13.4(b)(2).

C. The Boumas' Petition Does Not Involve an Issue of "Substantial Public Interest" Triggering RAP 13.4(b)(4)

Contrary to the Boumas' arguments, the Court of Appeals' decision does not have "a fundamental impact on the basic governance of community associations, which in turn impacts thousands of homeowners in Washington". See p. 7 of Pet. For Review. The decision does not "impact[ ] all homeowners and associations" with its interpretation of Section 10 of the 2015 Amended CC&Rs. *Id.*

Besides the different language of the CCRs, what sets the CC&R amendment issues of this case apart from *usual* owners' association CC&R disputes is that (1) the Boumas had notice of the Association's reservation of power to amend the Original CC&Rs, (2) the Boumas themselves developed the properties at issue, (3) the Boumas' development company and the Boumas made and entered the original Declaration of CC&Rs of both properties at issue, (4) Petitioner Gene Bouma had previously served as President of the Association and his tenure as President was more than 10 years, and (5) the Boumas were fine with changes to the CC&Rs when Mr. Bouma was President and was directing the changes to the CC&Rs.

See pp. 11 and 12, *supra*. This case will not affect thousands of homeowners.

"A decision that has the potential to affect a number of proceedings in the lower courts may warrant review as an issue of substantial public interest if review will avoid unnecessary litigation and confusion on a common issue." *In Re Flippo*, 185 Wn.2d 1032, 380 P.3d 413 (2016). See, also, *State v. Watson*, 155 Wn.2d 574, 577, 122 P.3d 903 (2005) ("The Court of Appeals holding, while affecting parties to this proceeding, also has the potential to affect every sentencing proceeding in Pierce County after November 26, 2001, where a DOSA sentence was or is at issue."). Review by this Court will not "avoid unnecessary litigation and confusion on a common issue" because the Court of Appeals' decision is consistent with applicable Washington law.

The Boumas' case arises out of CC&R language originally drafted when they controlled the Association and the unique 2015 amendments to the CC&Rs. There is no other Washington appellate case with practically identical facts where the Court's decision is in favor of the aggrieved owner(s). Thus, there will be no "wide-ranging" effect of the Court of Appeals' unpublished decision.

The Boumas Petition simply has not raised an issue of "substantial public interest". The Court of Appeals' resolution of the case without oral

argument and without publishing the decision reflects that truth. Interpretation of the CC&Rs and Amended CC&Rs at issue and application the "attorney's fees" provision at issue hardly constitute "a matter of continuing and substantial interest". Nor do those issues "present[] a question of a public nature which is likely to recur" for which "it is desirable to provide an authoritative determination for the future guidance". *See, e.g., State v. Watson, supra*. There is no basis for this Court to grant the Boumas' Petition for Review under RAP 13.4(b)(4).

V. THE ASSOCIATION SHOULD BE AWARDED ITS ATTORNEY'S FEES AND COSTS FOR THIS ANSWER

The Association seeks an award of its reasonable attorney's fees and costs incurred in answering the Boumas' Petition, pursuant to the 2015 Amended CC&Rs' "Enforcement" provision and RAP 18.1(j). This Court should award the Association its reasonable attorney's fees and costs when it denies the petition for review. RAP 18.1(a) and (j).

VI. CONCLUSION

None of the grounds for acceptance of review under RAP 13.4 exist in this case. The Boumas' Petition for Review should be denied. In addition, the Association should be awarded its reasonable attorney's fees and costs incurred in answering the Boumas' Petition, pursuant to the 2015 Amended CC&Rs' "Enforcement" provision and RAP 18.1(a) and (j).

DATED this 26th day of February, 2021.

FORSBERG & UMLAUF, P.S.

By: *s/William C. Gibson*
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CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing ***RESPONDENT'S ANSWER TO APPELLANTS' PETITION FOR REVIEW*** on the following individuals in the manner indicated:

Ms. Carmen R. Rowe
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(x) Via ECF and E-MAIL

SIGNED this 26th day of February, 2021, at Seattle, Washington.

s/ Margaret E. Grant
Margaret E. Grant

FORSBERG & UMLAUF, P.S.

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