

IN THE COURT OF APPEALS
SECOND DISTRICT
WASHINGTON STATE

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DIVISION II

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STATE OF WASHINGTON

BY 
DEPUTY

Sharon Laska, Joseph Walsh, Peter and
Jenifer Lux, Donald and Susan Sorensen,)

Court of Appeals No. 49335-7-II

Plaintiffs-Respondents,)

Clallam County Superior Court

v.)

No. 16-2-00260-1

Maolei Zhu and Yongjie Huang)

Defendants-Appellants.)

BRIEF OF APPELLANT

MAOLEI ZHU

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Preface

Appellees/Respondents/Plaintiffs: Sharon Laska, Joseph Walsh, et al

Appellants/Defendants: Maolei Zhu and Yongjie Huang

Maolei Zhu will be referred to as Zhu.

Former defendants' attorney Ariel Specer will be referred to as Specer.

The plaintiff Sharon Laska will be referred to as Laska.

The plaintiffs' attorney Christopher Riffle will be referred to as Riffle or Mr. Riffle.

The term the Judge, the Court, and Judge Melly will be used interchangeably.

The term tent area and sandbox area will be used interchangeably.

The term deed restrictions, covenant and CC&R will be used interchangeably.

The term building code and uniform building code (UBC) will be used interchangeably.

The term declaratory judgment and permanent restraining order will be used interchangeably.

Abbreviations: C.P. (clerk paper); R.P. (Report of Proceedings, Verbatim);

Ex (Exhibit)

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Assignment of Errors

It had been **proved by the county building officers** and plaintiff Sharon Laska's own testimony that the plaintiffs started the lawsuits and alleged the appellants' violation of community covenant with **fraudulent claims** (C.P. 116; C.P. 98 filed on April 19; C.P. 87; C.P. 72, 43-48 with county officers' testimonies). The trial court ruled: "*the sole provision in terms of details is the initial building shall not be less than 900 square feet in area*" (R.P. 18). The alleged initial building on the appellants' property was considered by the County being less than 400 square feet in July 2015 (C.P. 83). The County found the mistake in determining the area in October 2015 (C.P. 87). The appellants worked with the County to **take down the structure in March 2016 because the building was too big to meet the County's 400 square feet permit exemption criteria** (C.P. 87). One week after the building was taken down, the plaintiffs filed the lawsuit with fraudulent claims.

The plaintiffs have never been able to provide any physical evidence for size of the alleged building. The plaintiffs' attorney Mr. Riffle had the opportunity to come to the appellants' property for an inspection of any possible violation of covenant. But Mr. Riffle **showed no interest in measuring the size of the alleged initial**

building. Instead, he provided to the court with length, width and height of the secondary building, the water pump house. All the opposing party had were their “*unfolded suspicion*” and their attempts to frame or induce the appellant to say the alleged building was less than 900 square feet in the court (R.P. 106; C.P. 143).

The lawsuit proved itself **a fraud in the evidence finding procedures.** The trial court’s judgment of the alleged building being less than 900 square feet was contrary to facts and evidences, and is against the law, building code. The order to restrain the appellants and to destroy their legal property was given based on matter outside the court record, and cannot be justified based on any law or contract.

1. Violation of Federal Rules of Civil Procedure, Rule 56 (c)

Summary Judgment Procedures

Federal Rules of Civil Procedure, Rule 56 (c) Summary Judgment Procedures provides: “*(1) Supporting Factual Positions. A party asserting that a fact cannot be or is genuinely disputed must support the assertion by: (B) showing that the materials cited do not establish the absence or presence of a genuine dispute, or that an adverse party cannot produce admissible evidence to support the fact.*”

The plaintiffs have never met their burden of proof under Rule 56 of the Federal Rules of Civil Procedure.

When Mr. Riffle presented the plaintiffs' "evidences" in the April 15, 2016 hearing, the only building that looked like under construction was the picture showing the deconstruction process (C.P. 116). No evidence of building area was presented to the court at all while the appellant had already presented the evidence of 1000 square feet for the alleged building. However, the Court entered a judgment that appears to have all the facts without any argument (C.P. 98). In the June 15, 2016 court hearing, the Court did not have any objection on how the building area was determined by the appellant. However, the Court entered a judgment that completely excludes any evidence or testimony from the appellant (C.P. 52).

2. Inappropriate application of Declaratory Judgment Act

The Federal Declaratory Judgment Act states, declaratory judgment may be applied "*in a case of actual controversy*". An "actual" controversy only exists when arguments from both parties are based on facts. Here the plaintiffs had never provided any physical evidence that the alleged building was less than 900 square feet. The plaintiffs' argument is at most at the hypothetical state of fact. The plaintiffs had proposed a "controversy" that was imaginary and manufactured. The plaintiffs and the Court had refused to address any question or discussion on the sandbox/tent area where the building was

initiated. The building code and the County's July 7, 2016 official letter declaring 970 square feet for the alleged building had already resolved the dispute (C.P. 51). Thus there is no "*actual controversy*" here open to a declaratory judgment. The procedural parameters related to declaratory judgments are controlled by Rule 57 of the Federal Rules of Civil Procedure. "*The "controversy" must necessarily be "of a justiciable nature, thus excluding an advisory decree upon a hypothetical state of facts."* *Ashwander v. Tennessee Valley Authority*, 297 U.S. 288, 325, 56 S.Ct. 466, 473, 80 L.Ed. 688, 699 (1936)."

When the order for declaratory judgment and injunctive relief was entered in June 2016, the court was completely aware of the following facts: a) the plaintiffs had made fraudulent claims of "active", "ongoing" violations of covenant on the appellants' property (C.P. 100); 2) the temporary restraining order caused by the plaintiffs' fraudulent claims had caused harm on the appellants since the tennis court, which was in no violation of the covenant, was forced to be abandoned (C.P. 69); 3) the alleged building was about 1000 square feet as evidenced by the appellant's testimony (R.P. 13) and email conversation with the county officer (C.P. 102). It had been taken down prior to the lawsuit. And the appellants' 2700 square house was

already in the construction process. Even if the alleged building was in violation of the covenant by being less than 900 square feet, the Court's declaratory judgment can only be "advisory". A declaratory relief is not effective in settling the controversy whether or not the appellants are actively building an "initial building" that is less than 900 square feet. Washington State Uniform Declaratory Judgments Act RCW 7.24.060 provides: "*The court may refuse to render or enter a declaratory judgment or decree where such judgment or decree, if rendered or entered, would not terminate the uncertainty or controversy giving rise to the proceeding.*"

The use of Declaratory Judgment Act was inappropriate in this lawsuit also because of lack of any real and immediate injury or threat of future injury that might be caused by the appellants. The appellants had taken down the initial building prior to the lawsuit and are actively building their 2700 square feet house. Granting the declaratory judgment appears to be based on the plaintiffs' subjective or speculative fear of future harm, which is different from the reality of the threat of injury. The plaintiffs hired their first attorney in June 2015 to try to sue the appellants. It would be more appropriate for the application of Declaratory Judgment Act in 2015 when the alleged building was in the building process. The plaintiffs understood the

Declaratory Judgment Act, and thus used falsified claims to try to meet the requirements necessary for the Judge to issue the restraining order (because the true evidences do not support the applicability of a declaratory judgment).

3. Errors in admitting evidences (Violation of Federal Rules of Evidence 2015)

1) A key evidence provided by the appellant had been ignored and omitted: the building has two integrated parts: the sandbox/tent and the shed.

The trial court and the opposing attorney had either misinterpreted or misbelieved a “testimony” that the appellant had never made. This misbelief or falsified “testimony” had been used against the appellants in both court hearings for the restraining orders. In Motion for Reconsideration, neither the plaintiffs nor the Court had responded to the appellants’ allegation that “*The testimony of the defendants was wrongly and arbitrarily interpreted*” (C.P. 137). The appellant’s testimony on April 15, 2016 was: “*building code law enforcement officer who actually clearly agreed that my structure actually two part; one is the shed, the other is the (inaudible) attached to the shed is the covered sandbox*” (R.P. 13). The April 13, 2016 email communication with Officer Barbara McFall supporting the

appellant's testimony had been handed in to the Judge and had been filed in the court (C.P. 102). But this evidence had never been discussed or questioned in the court.

This email conversation with Officer McFall (C.P. 102) conveys three messages: (1) the alleged building is about 1000 square feet, thus is in no violation of covenant; (2) the building had been taken down in March 2016 in contrary to the "*ongoing*" less than 900 square feet construction activity as claimed by Mr. Riffle and the plaintiffs (R.P. 7-8; C.P. 100, 116), thus the restraining order cannot be justified especially knowing that the 2700 square feet house was already in the building process; (3) the fact that the plaintiffs (Laska and Walsh) have been harassing the appellants is well known and documented in the County.

In the June 15, 2016 court hearing, the sandbox/tent area was further explained as the initial part of the building (R.P. 75, 102, 106, 118). Again, this evidence was ignored and omitted.

In denying the appellants' Motion for Reconsideration, the Court questioned why the County's official 970 square feet building area including both tent/sandbox and the shed area, and the building code definition for building area were not discovered earlier and made available to the court in past hearings (C.P. 129), suggesting that the

Court had once again ignored the appellant's April 15 testimony and the April 13 email record with Officer McFall.

The Judge interpreted the appellant's testimony on April 15, 2016 as "...If it's greater than 900 square feet, everything is fine. If it's less than 900 square feet, you don't get to add to a **garage** that's also being constructed or a shed that's been constructed. And I know Mr. Zhu, you kind of look at it from the perspective that if you aggregate all those buildings you're at 1000 square feet" (R.P. 18).

The opposing attorney Mr. Riffle interpreted the appellant's April 15 testimony as: "Okay. And at that -- and you can correct me if I'm wrong, but I'm pretty sure I understood it correctly and I actually remember the judge asking questions about this, because I believe you testified that your understanding, at least then, at that hearing, was that the buildings together -- so the, uh, in storage building together with the -- what we're calling the **pump house**, this building here, that it is your understanding that those buildings together had to be more than 900 square feet. Do you remember that?" (R.P. 118) The appellant responded with "Totally wrong. You are not telling the truth because what I said is what the sandbox -- initially the building with the sandbox where actually have the tent, so I have that..." Instead of questioning the sandbox/tent area, the Court agreed with Mr. Riffle:

“In terms of how we got here, my recollection of the hearing wherein the temporary injunction -- the temporary restraining order was entered is comparable to that Mr. Riffle had. And at that hearing, the presentation was -- of Mr. Zhu, was premised upon his belief that you could count multiple buildings, the 900 square feet could -- they could -- all buildings could be aggregated to equal that That position has changed now.” (R.P. 153)

2) A misbelief of the appellant’s testimony on June 15, 2016 was inappropriately used as an evidence to go against the appellants by labeling the appellant having two different “theories”.

In the Court’s above ruling, *“That position has changed now”*, *“That position”* referred to the appellant’s testimony on the area of the shed part of the building being over 900 square feet based on the appellant’s own understanding of *“any area I artificially create and I can utilize”* (R.P. 82) by taking into account of all areas under roof in the June 15 court hearing (R.P. 78-79, 81-82, 118-119). The previous position on the building being approximately 1000 square feet in the April 15 court hearing is the fact that the building consisted of both the sandbox/tent area and the shed, indicated from the email conversation with building code enforcement officer Ms. McFall on April 13, 2016.

The appellant had never ignored the tent/sandbox area. On June 15, 2016, the appellant testified that the sandbox/tent area is the initial part of the building (R.P. 75, 106, 118). The area of the concrete slab was calculated in the court as 29 feet by 40 feet (20 feet for the storage shed, 10 feet for the tent and another 10 feet between the water pump house and the storage shed), a total of 1160 square feet in area (R.P. 118).

When there is an argument about the building area between two parties, each party is required to honestly present how the area is determined. The plaintiffs and the Judge have to admit that the alleged building area is over 900 square feet according to the Court's own standard "*at commencement of construction*" (R.P. 18) or "*length times width*" (R.P. 101). When they still insisted the area being less than 900 square feet, they should openly propose a new standard that the shed might be isolated from the whole building. Mr. Riffle questioned the credibility of the appellant's testimony on June 15, 2016 regarding all areas under roof. **Mr. Riffle should not question the appellant's credibility against the evidence (R.P. 131). What he could question is, in fact, the standard that should be followed for building area determination.** This is why we need a legal system. The applicable law, building code, provides the standard. The

government's official area for the alleged building 970 square feet based on building code has resolved the dispute between the plaintiffs and the appellants.

3) **Bias in admitting evidences.**

Prejudicial and frivolous evidences from the plaintiffs were admitted while the appellants' evidences were ignored. The plaintiffs had provided a large number of pictures to show only the "*blot*" on the appellants' property (Declaration of Sharon Laska in Plaintiffs' Motion for Temporary Restraining Order). **None of the plaintiffs' exhibit pictures showed any proof of the building area.** On April 15, 2016, plaintiff Laska falsely claimed the exhibit pictures were taken in "January 2016", and used them as "supplemental" information 3 months later and did not give a copy to the appellants until the court hearing started. In two of her 3 exhibit pictures on April 15, Laska did not even refer to any building at all. But the restraining order was issued regardless (R.P. 17). When plaintiffs and their attorney wanted to destroy the appellants' water pump house legalized by the government, they intentionally concealed the water pressure tank inside the pump house in their exhibit pictures, leading to the court's uncertainty of the pump house's purpose and function. By ignoring another key evidence presented by the appellant on April 15, 2016, the

floor plan of the house, the Court ordered to destroy the appellants' water pump house pending on a certificate of residency without realizing that such certificate of residency would not be possible without the water pump house because the house under construction has no garage or any space reserved for a pressure tank. The pump house had been planned and designed as the only water source and is the indispensable accessory building of the house.

4. Orders were issued without evidence; Statements were made against facts.

Without evidence, how can the court issue an order that deprives of a citizen's legal right? According to Verbatim Page 17, the Court can "*just hit the brakes*" even there is no evidence, and then "*hit the reset button*" if the plaintiffs were wrong, regardless of the harm they put on the appellants. Even a prosecuting attorney cannot obtain a restraining order without all the necessary legal procedures, how can Mr. Riffle obtain a restraining order from the court by simply claiming his clients as "*reasonable people*" (R.P. 16)? The statements in the temporary restraining order had been proven as falsified claims prior to the June 15 court hearing (C.P. 72, and 43-48 with government officers' testimonies).

The June 15, 2016 court hearing did not actually find any evidence that support the allegation that the alleged building was less than 900 square feet. The appellant emphasized the sandbox/tent area as the initial part of the building (therefore this area should be included according to the Judge's standard "*at commencement of construction*" in the April 15 hearing (R.P. 18). The concrete slab was calculated by Mr. Riffle as 1160 square feet according to the Judge's standard "*length times width*" (R.P. 101). The appellant proposed his own understanding of "area" in the covenant as "*any area I artificially create and I can utilize*" (R.P. 82). The appellants took into account all area under roofs (R.P. 81-82, 115 and 118-119). The area within the shed was already over 900 square feet (R.P. 78) according to the appellant's standard for area determination. Neither the Court nor the opposing party had any objection on how the appellant determined the area.

Rather, Mr. Riffle began to attack the appellant by falsely claiming that the appellants intentionally took down the building so that the plaintiffs can no longer verify if there is any area under the roof pitch or the dormer (R.P. 127, 131). This explains the reason why Mr. Riffle wanted to deny receiving the appellant's December 8, 2015 email (C.P. 114-115) informing him that "*I am working on removing the*

building. The County has been notified.” Mr. Riffle made the false allegation against what he saw on April 27 during his inspection on the appellants’ property (the concrete pillars as allowed by the County); against the government officers’ testimonies (C.P. 43-48); and against his own clients’ testimonies (R.P. 53-56; C.P. 147).

The Court stated *“that was a different theory than what was presented earlier.”* (R.P. 154). There was in fact, no theory presented by the appellant. There was only evidence. Earlier, on April 15, 2016, the evidence was the email communication with the county building code enforcement officer (C.P. 102). On June 15, the evidence is the picture taken by the County on July 2, 2015 showing the structural details of the shed (R.P. 82; Ex 5). **Mr. Riffle and the Court should not question the appellant’s credibility against evidence** (R.P. 131, 154). **What could be questioned is, in fact, the standard that should be followed for building area determination.** The appellant never ignored the sandbox/tent area in either court hearing, and therefore did not present any different “theory” or “story” on June 15, 2016.

There is no court record on June 15, 2016 that indicated that the Court had reached a conclusion that the alleged building was less than 900 square feet. However, on June 27, the order was entered

as: *“the initial building constructed by Defendants on their property (described as a “storage shed”) was less than 900 square feet in area”* (C.P. 53). This statement is against the court record that the shed part is not the whole initial building, not even the initial part of the building.

5. Abuse of Discretion in violation of Washington State Court Rules: Code of Judicial Conduct, Rule 2.3 Bias, Prejudice, and Harassment; Rule 2.4 External Influences on Judicial Conduct
(1) Followed the law only when it is useful; the law was purposely utilized or neglected at the Judge’s personal will.

The Court made contradictory statements in the rulings regarding the applicable law, the building code. In the permanent restraining order entered on June 27, 2016 (C.P. 52), the court acknowledged the building code: *“Defendants are hereby permanently enjoined and restrained from any construction activity on their real property ... except for activities concerning the construction of a County permitted and approved single family residence which is compliant with the Restrictions and County code requirements”*.

However, in denial of the appellants’ Motion for Reconsideration, the trial court judge ruled (C.P. 127): *“The fundamental flaw in the defendant’s argument is that they equate “building” in the restrictions*

with the "building" under the Uniform Building Code (hereinafter "UBC"). Neither the UBC definition nor any other standard has been incorporated in the covenants to define "building." Consequently, it is constructed in its common and ordinary manner. The court recalls asking if the area was simply determined by the formula "length times width" which was responded to affirmatively."

The trial court ordered a building on the same property not subject to the building code. However, the fact is: can anyone name a single building in the United States that is not subject to building code regulation? The answer is: No. Even a building without a permit does not mean that it can escape the regulation of building code. The second question is: does the covenant tells us the buildings in the community are not subject to building code regulation? The answer is: No. Another question is: does the Judge not know about building code? The Judge himself already provided the answer: No. Suppose the appellants chose to apply for a building permit for the alleged building instead of taking it down, the County would have issued a building permit for 970 square feet. Can anybody or any court change this fact? The answer is: No. In conclusion, the trial court judge is creating his own law to govern the alleged building to make sure it was less than 900 square feet.

(2) De Novo interpretation of the “initial building” that is subject to covenant restriction is needed.

The covenant itself did not place restriction on the size of the non-initial buildings (i.e, the water pump house, the secondary building and accessory building of the residential house). There is no legal foundation to destroy the appellants’ current water supply on their own property. **The case law proposed by the opposing attorney Mr. Riffle can only be used as a reference for the alleged initial building if it was less than 900 square feet.**

In denial of the appellants’ motion for reconsideration, the Judge ruled (C.P. 127): *“If the home is not approved for occupancy by end of 2016, then the pump house, being less than 900 square feet, must be removed.”*

The plaintiffs are not entitled to destroy any non-initial building on the appellants’ property regardless of its size. The secondary building does not automatically become the initial building after the initial building is gone. The covenant does not provide such indication. No Washington state law supports this assumption. Even the plaintiffs and their attorney do not believe such assumption because they demanded removal of the concrete slab of the alleged building and the water pump house at the same time. If they truly

believe the above assumption, they should only demand removal of the concrete slab of the initial building so that they can credibly claim the water pump house as the initial building and try to destroy it later. According to court record (R.P. 38), the plaintiffs do not believe the water pump house become the initial building after the alleged building is gone:

Opposing attorney/Riffle: Uh-huh. And by initial building, what do you understand that term to mean?

Plaintiff/Laska: First building built.

Riffle: No matter what?

Laska: No matter what.

Riffle: Perfect.

Suppose somebody in the community had a 900 square feet house that was initially built, an 800 square feet garage built secondly, and a 700 square shed that was built the third. If the house is burned down in an accident, is he required to destroy all his belongings so that he cannot live there? For example, as the opposing party and the trial court believe, after the 900 square feet house is destroyed, the garage becomes the initial building and thus has to be destroyed. After the garage is destroyed, the shed will have to be destroyed because it

becomes the initial building now. This will be an unprecedented case law in the United States.

6. The order was issued based on matter outside the court record.

The Due Process Clause states no person shall be deprived of life, liberty, or property without due process of law. The Court ordered to destroy the appellants' water source by the end of 2016 pending on a certificate of residency. The water pump house is legalized by the Government (C.P. 51). The appellants are legally living on their property now with the water supply.

There is no court record to support the relationship between a certificate of residency and the covenant. The plaintiffs did expressed their "*grave concern*" on the appellants' RV and stated explicitly (C.P. 175): if the appellants continue residing in the RV, the plaintiffs "*will proceed to remedy this situation on two fronts – addressing the sanitation/public health and safety concerns with the County, and seeking a determination by the court that the mobile home should be...*" The plaintiffs had failed with the County (C.P. 83). While Mr. Riffle and the plaintiffs know that there is in fact no Washington State law that prevents anybody from living in a RV on their own property, they developed a plan "*with sufficient funds*" (Ex 24) to drive the appellants away from their home by destroying the

water source under the cover of 900 square feet requirement in the covenant.

Here, the appellants have to point out that, Riffle's email for the settlement terms (C.P. 175) was not provided to the Court until after the permanent restraining order had been issued. The requirement of a certificate of residency suggests that the Judge agrees with the plaintiffs that the appellants should not live on their own property without a house.

The court record does not support any justification of a restraining order on April 15, 2016. During the April 15, 2016 hearing, the plaintiffs provided no evidence at all on the area of any building while the appellant provided counter evidence. Two of the evidences provided by the plaintiffs refer to no building at all (Exhibit B and C in C.P. 116). Mr. Riffle did not show any proof of building area (Exhibit A in C.P. 116), or even the existence of a building (Exhibit B & C in C.P. 116). By contrast, the email conversation with building code enforcement officer Barbara McFall had been presented as evidence to the Judge and filed in the court during the April 15 hearing (R.P. 13; C.P. 102).

Without evidence, Mr. Riffle simply asked for the restraining order (R.P. 17) by claiming his clients were "*reasonable people*" (R.P. 16).

According to Verbatim Page 17, they can “*just hit the brakes*” with false allegation, and then “*hit the reset button*” if the allegation is found to be false, regardless of the harm they put on the appellants.

In his Memorandum Opinion (C.P. 128), the Judge stated: “*The defendants assert as misconduct the lawsuit itself, suggesting that it was unnecessary since no construction is alleged to have occur for over five months. But improvements on the property remained, nonetheless, that were believed by the plaintiffs to be in contravention of the deed restrictions, e.g., concrete slab and pump house.*” The “*concrete slab and pump house*” were not mentioned at all in the April 15 hearing when the Temporary Restraining Order was issued. Here the Judge may have already revealed the fact: the Judge already knew about the concrete slab and pump house prior to the April 15 court hearing. This is what made him believe that the fraudulent statements did not matter at all as long as they can be useful when filing the restraining orders (C.P. 99; C.P. 52).

Again, the court record in the second hearing on June 15, 2016 does not support a judgment that the alleged building was less than 900 square feet. The requirement of a certificate of residency to protect the appellants’ water pump house was not in the court discussion.

ISSUES PRESENTED FOR REVIEW

There are two issues that need to be reviewed:

1) What is the area of the initial building on the appellants' property?

The covenant provides: *"No building shall be erected, altered, placed or permitted to remain on any one single parcel other than one single-family dwelling, one guest house, one attached or detached private garage and other accessory buildings. The initial building shall not be less than 900 square feet in area."*

According to the applicable law, 2012 or 2015 building code verifiable with building department of Clallam County, the building area is defined as: *"The area included within surrounding exterior walls (or exterior walls and fire walls) exclusive of vent shafts and courts. Areas of the building not provided with surrounding walls shall be included in the building area if such areas are included within the horizontal projection of the roof or floor above"*.

The court ruled on April 15, 2016 (R.P. 18): *As I indicated earlier, the sole provision in terms of details is the initial building shall not be*

less than 900 square feet in area.

In the Judge's Memorandum Opinion in response to Motion for Reconsideration (C.P. 127), the Judge stated: the plaintiffs claimed the appellants *constructed a building that did not meet the size standard of their community covenant.*

Therefore, the main issue should be whether or not the initial building on the appellants' property violated the covenant by being less than 900 square feet.

In denial of the appellants' motion for reconsideration (C.P. 127), the trial court judge ruled: *"The fundamental flaw in the defendant's argument is that they equate "building" in the restrictions with the "building" under the Uniform Building Code (hereinafter "UBC"). Neither the UBC definition nor any other standard has been incorporated in the covenants to define "building." Consequently, it is constructed in its common and ordinary manner. The court recalls asking if the area was simply determined by the formula "length times width" which was responded to affirmatively."*

The plaintiffs speculated that the alleged building was less than 900 square feet. During the court hearing on April 15, 2016, the appellant Maolei Zhu testified that the alleged building has two parts, the storage shed and the sandbox, counting a total of approximately

1000 square feet (R.P. 13). In the June 15, 2016 court hearing, the appellant pointed out the sandbox/tent was the initial part of the building (R.P. 75, 106, 118), and therefore the sandbox/tent area should be included according to the Court's standard of "at commencement of construction" (R.P. 18). The plaintiffs' attorney Mr. Riffle calculated the area of improvement greater than 900 square feet (1160 square feet) using the court's standard "length times width" (R.P. 109). The government provided the official building area 970 square feet according to on-site measurement and building code standard for building area determination. Was the alleged violation against the truth and sufficiency of the evidence in light of the conflicting evidence?

2) What is the legal ground to order damaging and destroying the appellants' property? Is there any court record to support the order to mandate the appellants to produce a certificate of residency to the plaintiffs?

The Permanent Restraining order reads:

"Defendants are hereby permanently enjoined and restrained from any construction activity on their real property ... except for activities concerning the construction of a County permitted and approved

single family residence which is compliant with the Restrictions and County code requirements”.

“The “water pump house” building may remain on Defendants’ property during the pendency of the permitted construction activities; provided, however, that if Defendants fail to secure and produce to Plaintiffs and this Court a certificate of occupancy regarding the single family residence on or before December 31, 2016, then the “water pump house” building must be removed from Defendants’ property”.

The Court does not have any record on how the certificate of residency is related to the covenant. According to plaintiffs’ settlement terms, the plaintiffs do believe the appellants need to have a certificate of residency while the appellants are living in their RV (C.P. 175). But the settlement terms had never been openly shown to the Court before and in the past court hearings.

Knowing that the plaintiffs had falsely “declared” the 3000-square foot field as a building site for a “new building less than 900 square feet” (C.P. 116; C.P. 72), the Judge still ordered “*no tennis court*” (R.P. 157), leading to the abandonment of the tennis court and the appellants’ loss of Constitutional right to enjoy their property.

The County issued the building permit at the end of June 2016,

allowing the house to be built within 2 years according to county rules. Is there a legal basis to discriminate the appellants from all other home owners by mandating the house to be finished within 6 months? The covenant places restriction on the building area for the initial building without specifying whether or not this initial building is residential. The court's order is discriminatory against the appellants.

The Judge ruled (C.P. 127): "*If the home is not approved for occupancy by end of 2016, then the pump house, being less than 900 square feet, must be removed.*" Notice that, when making this ruling, the Judge was already aware of the followings: a) the allegation that the initial building being less than 900 square feet is not a material fact as supported by the County's official building area 970 square feet (C.P. 51); b) the secondary building, the water pump house, is not subject to covenant restriction; c) the water pump house is an accessory building, indispensable for the appellants' current and future living, and is legalized by the Government (C.P. 51); d) no case law or any indication from the covenant itself supports the destruction of the non-initial building, the water pump house.

The appellants are legally living in a RV on their own property as approved by the County (C.P. 83). Without water, the appellants won't be able to live in either the RV or the house. How do the appellants

owe a certificate of residency to the plaintiffs? There is no such court record.

Statement of the Case

The plaintiffs make the following 2 allegations in their lawsuit: 1) The initial building on the appellants' property is less than 900 square feet in violation of the covenant's minimum 900 square feet requirement for the initial building; 2) There is active construction for multiple less than 900 square feet buildings since January 2016. The court, the plaintiffs and their attorney have never been able to provide any evidence that the alleged initial building on the appellants' property was less than 900 square feet. All the plaintiffs and their attorneys had was their "unfolded suspicion" (C.P. 143). All they had been doing was to try to convince the appellants that the alleged building was less than 900 square feet without any measurement or any standard they can openly express. Their allegation has been ignored by the appellants since June 2015 (R.P. 46 and 59). The plaintiffs admitted that the alleged building was taken down in March 2016 as a result of lacking a building permit required for a building over 400 square feet and the appellants' personal choice, rather than a result of their covenant's minimum 900 square feet restriction lawsuit

against the appellants (C.P. 147). The County has verified the alleged building area as approximately 970 square feet according to site inspection and building code, including the tent/sandbox area and the attached shed. During the April 15, 2016 hearing, the plaintiffs made falsified claim that there were 3 buildings actively under construction. In fact, the alleged building was close to completion at the end of October 2015 (see picture in C.P. 87) but was ordered by the County to “stop work” because it was found too big to meet the County’ permit exemption criteria. There was no building construction activity on the appellants’ property as claimed by the plaintiffs, as evidenced by testimonies from County building officers. The plaintiffs filed the lawsuit against the appellants one week after the building had been taken down. By ignoring counter evidences, facts and laws, the court orders the alleged no-longer-existent building to be less than 900 square feet.

Evidences admitted to support the court’s judgments vs Facts

The court and the opposing party have three main points regarding the size of the building: 1) Mr. Riffle’s speculation that the appellant is only allowed by the county to build a less than 400 square feet building, and the building “is less than 400 square feet all the way

around” (April 15, R.P. 10); the building should be less than 800 square feet if it is 2 stories (June 15, R.P. 127). 2) Laska’s said the county building officer Ms. McFall “*measured the building and said it was less than 400 square feet*” (June 15, R.P. 66). 3) The county officer Ms. Warren’s email conversation with the appellants’ engineer about “Mr. Zhu has constructed a two-story structure on his property without a building permit. Each floor is approximately 400 square feet” (C.P. 146). 4) The appellants “*did nothing to combat the allegation that this was less than 900 square feet, other than tear the building down.*” (R.P. 129) 5) The plaintiffs and the Judge questioned why the building code defining building area and the County’s official building area 970 square feet cannot be discovered earlier and were not made available in the past court hearings. The plaintiffs stated the 2015 building code provided by the appellants is “*inadmissible*” and proposed the 2012 building code (C.P. 143), while the Judge rules the building code does not apply to the alleged building at all (C.P. 130).

The court had ignored and/or denied the following evidences and testimonies from the appellants, the plaintiffs and the Court itself: 1) The Supplemental Declaration of Sharon Laska had been proven as fraudulent statements (C.P. 116; C.P. 98 filed on April 19; C.P. 87; C.P. 72, 43-48 with county officers’ testimonies); 2) E-mail

conversation with building officer Ms. McFall indicating that the building had 2 parts including the sandbox and the shed (April 15, R.P. 13), in accordance with building code. 3) All areas under roof inside the shed included areas of two floors, area under the very top of the roof pitch evidenced by a beam running all the way across the building supporting a platform (Ex 5 & 27), and the area under the roof of the dormer. All these areas added are over 900 square feet within the shed (R.P. 78). 4) The Court's ruling on the standard for building area determination: area "at commencement of construction" (April 15, R.P. 18). 5) The sandbox/tent area is the initial part of the building (June 15, R.P. 75, 106 and 118). 6) The county's official letter signed by officer Ms. Warren clarifying that the tent area contributes to the whole building, leading to a total building area being 970 square feet (C.P. 51) according to building code. Ms. Warren provides county's telephone number for anybody to clarify the building area of the alleged building and the legal status of the water pump house. 7) The plaintiffs denied the building being taken down had anything to do with their lawsuit on covenant violation (June 15, R.P. 54). The building was "*required to be torn down by the Clallam County Building Department, not as a result of the TRO or Permanent Injunction ruling.*" (C.P. 147) 8) ***standard and law do not have to be***

discovered earlier or later, the building code is always available for people to follow; and the 2015 and 2012 building codes are identical in defining building area (C.P. 132).

The court's order is based on but not limited to the followings (C.P. 52; C.P. 127):

1. Supplemental declaration of Sharon Laska (04/15/2016, C.P. 116)
Mr. Riffle pretended no knowing that the alleged building had been taken down and the fact that the building used to have a second floor since July 2015.

Verbatim Page 7-8

Riffle: ... all it is is attaching three photographs that Ms. Laska took of the property. Two from January, one I think from January 8th and one on January 27th and the other in March, showing the various activities on the property.

If you look at Exhibit A, Your Honor, you see what -- what was the initial structure next to the RV there. That structure actually had a second floor on -- or the attempt to put a second floor on it, but the County got involved and ordered them to stop and take that part down because they didn't have any sort of county approval for the improvement at all, so it had to be under 400 square feet. And, um -- and Plaintiffs are remarkably concerned about that structure because

it's out in the open and it's what they look at as they come into the neighborhood.

Mr. Riffle tried to cover his clients' fraudulent and frivolous statements. But the pictures themselves forced him to use the term "could be", "may or may not".

Riffle: Exhibit B, taken three weeks roughly later, shows a couple of different things. You see that same RV. There's a building there to the right, looks to be something you could purchase maybe at Home Depot or something like that, but it's a storage building. But once again, the CC&Rs don't allow for that. They require the first structure to be 900 square feet -- first building is what the CC&Rs actually say. And then it looks like there's some staking out for something here as well. It could be a garden, but it could also be something related to additional plans for improvements.

And then Exhibit C, taken just last month, it's a little less clear, I was having trouble with my copier on this one, Your Honor. But you can see three things here. You can see that same building that I was just talking about. The initial building which is right in the center to the right of that building that's still there. And then, in the foreground there is what appears to be excavation or clearing for an additional building that Defendants may or may not be planning to build there.

Yes, there were 3 things on the appellants' property in March 2016: a fenced garden, a completed pump house with roof and window, and the alleged building under deconstruction as shown in the above Exhibit A (C.P. 4). Exhibit B (C.P. 5) was carefully selected to avoid showing the intact alleged building next to the pump house. When talking about Exhibit B, Mr. Riffle referred the pump house as the initial building, which is understandable because the pump house is a completed building while the other building still in "*the attempt to put a second floor on*". Exhibit C (C.P. 6) was also a picture purposely to avoid showing the full-size fenced garden next to the tennis court field. When talking about Exhibit C (C.P. 6), how was Mr. Riffle so certain that the initial building is "*right in the center to the right of that building that 's still there*"? "*That building that 's still there*" is the pump house, the secondary building. He was right: at the time of court hearing, the pump house was still there but the initial building was not. Mr. Riffle was testifying that he knowingly made false statements for Exhibit A. Interesting enough, the Court also know exactly which one is the initial building without the need to ask any question.

2. Pictures taken by Laska in the summer of 2015 to "*get a record of what our houses look like compared to what was being built*" (R.P. 36-37; Ex 8-22)

3. Plaintiffs' brief to in response to defendants' response to plaintiffs' motion for temporary and permanent injunction (06/13/2016, C.P. 59)
4. Mr. Riffle's speculation during the April 15 (R.P. 10) and June 15, 2016 hearing (R.P. 126-127)
5. Mr. Riffle's calculation based on "length times width" during the June 15, 2016 hearing (R.P. 109).
6. Claiming the inconsistency in appellant's defenses (R.P. 153)
7. Denying the applicable law, building code in denial of Motion for Reconsideration (C.P. 127)
8. The building code and the official letter from the government were not admissible for reconsideration. The Judge questioned why these evidences were not made available in prior court hearings (C.P. 127).

Statement of Facts

In the June 27 permanent restraining order, the Judge modified the order written by Mr. Riffle by hand-writing "*and testimony*" after "*the argument of the parties*", indicating that the Judge did considered testimony in addition to fraudulent evidences such as those in Laska'

Supplemental Declaration, and ordered the alleged building being less than 900 square feet.

The plaintiffs' most relevant testimony was based on the county's July 1, 2015 letter stating the alleged building being less than 400 square feet (C.P. 83; R.P. 68). The plaintiffs acknowledged that this was the county's mistake, and brought up the county's email conversation with the appellants' engineer: "a two-story structure" and "each story 400 square feet" about the shed (C.P. 143). But the county never claimed the shed is the whole building. Instead, the county provided an official letter (formal expert testimony) to clarify the whole building area as 970 square feet including areas from both the tent area and the attached shed.

In the April 15, 2016 court hearing, the appellant did provide verbal and written testimony that the building had two integrated parts, the sandbox (tent or metal frame area) and the shed, counting a total of approximately 1000 square feet (R.P. 13). The appellant's testimony on April 15 was completely ignored and even deliberately distorted to go against the appellants (R.P. 18, 118 and 153).

In the June 15, 2016 court hearing, the appellant further explained the structure of the building and that the sandbox/tent was the initial part of the building (R.P. 75, 106 and 118). The Judge completely

forgot about his own ruling on April 15 for the standard to determine building area: the area at “*commencement of construction*” (R.P. 18).

In Motion for Reconsideration, the appellants pointed out that the court had “*wrongly and arbitrarily interpreted*” the appellant’s testimony (C.P. 137), **neither the judge nor the plaintiffs or their attorney made any response** (C.P. 143; C.P. 127).

In addition, the court and the plaintiffs did not respond to the appellants’ allegation that burden of proof had never been shown (C.P. 69; C.P. 137). The court had not been able to openly propose any standard to determine the building area other than “*at commencement of construction*” and “*length times width*”. According to “*length times width*”, the area of improvement was calculated by Mr. Riffle as 1160 square feet in the court on June 15, 2016 (R.P. 109).

The court ordered the house currently under construction to be compliant with building code but purposely ordered no building code applicable to the alleged building in order to counter-claim the government’s official area of 970 square feet based on building code.

The court does not allow building code, and does not allow the appellant’s personal understanding of all area under roof either (R.P. 81-82, 115 and 118-119). The Judge created a standard for area “*at commencement of construction*”, but refused to allow such area from

the tent/sandbox to be calculated. The plaintiffs and the court purposely avoided discussion of the tent (sandbox) area in both court hearings although it was known to be where the building was originally started.

Overall, just like the plaintiffs and their attorney, the Court appeared very determined about the area being less than 900 square feet despite of any counter evidence, any standard or any law. Key evidences from the appellant had not been heard or seen in the court hearings. The Court did not follow any standard or criteria, even its own. The court hearings served no purpose but as the necessary procedure in order to issue the restraining order.

- **The temporary and permanent restraining order was the result directly caused by fraud**

The temporary restraining order was issued because the plaintiffs falsely claimed there was “*ongoing*”, “*active*” (C.P. 99, 116) building activity for multiple less than 900 square feet buildings on the appellants’ property while there was in fact no building construction at all since fall 2015 (C.P. 69).

Just from Mr. Riffle’s contradictory statement “*That structure actually had a second floor on -- or the attempt to put a second floor on it*”, and how accurate Mr. Riffle was able to point out which was

the initial building, one can tell clearly Mr. Riffle was lying to the court on April 15, 2016 (R.P. 7). However, the Judge did not ask any question even when Mr. Riffle's credibility was questioned by the appellant with evidence (R.P. 16). Instead of trying to make any clarification, the Judge even allowed Mr. Riffle to ask for a restraining order without evidence (R.P. 17), and approved the order by creating a testimony for the appellant (R.P. 18).

On June 15, 2016, the appellant's testimony on April 15 (R.P. 13) was intentionally distorted by Mr. Riffle (R.P. 118). Although Mr. Riffle was not so sure if his memory was correct (R.P. 118), and the appellant responded with "*Totally wrong. You are not telling the true because what I said is (what) the sandbox*", the Judge decided to share the same "*recollection*" with Mr. Riffle (R.P. 153).

- Orders were issued without evidence; Statements were made against facts.
- Tampering with evidence is evident in both April 15 and June 15, 2016 court hearings, but was ignored by the court
- Bias in admitting evidence. Fraudulent and prejudicial evidences were admitted while the appellants' evidences were intentionally ignored.
- Abuse of Discretion

- The motive of the lawsuit was covered under the 900 square feet requirement in the covenant.

From the plaintiffs' narcissistic "*aesthetic*" point of view, the plaintiffs may tolerate the water pump house if they can decide its color to match the house (C.P. 175). The alleged building certainly better "matches" the house if the appellants chose not to take it down. What bothers the plaintiffs is the RV. Since there is no indication from the covenant that a certificate of residency is required to protect the appellants' water source, the Court's order to mandate the appellants to have a certificate of residency within 6 months is a response to the plaintiffs' demand: the appellants cannot live in the RV for a "*prolonged period of time*" (C.P. 175), otherwise the appellants will be forced by the Court to leave their property by cutting off their water supply (C.P. 175).

Knowing a) the alleged building being less than 900 square feet is not a material fact, which is undeniable. b) the water pump house is a legal building serving as the appellants' water source. c) the appellants' greater than 900 square feet house is under construction: "*The defendants poured the foundation on 8/11/2016*" (C.P. 150), the plaintiffs and the Court still wanted to destroy the appellants' water

pump house. What is the motive of the lawsuit? What is the purpose of the court order?

ARGUMENT AND LAW

1. Violation of the Federal Rules of Civil Procedure, Rule 56 renders the declaratory judgment and injunctive relief to be vacated.

The plaintiffs have never provided any physical evidence of the area of the alleged initial building on the appellants' property. The plaintiffs' subjective perceptions cannot establish jurisdiction. Neither the April 15 nor the June 15 court hearing provided any evidence that the appellants violated the covenant by building an initial building that was less than 900 square feet. However, the Court's judgments were written such that the appellants' testimony and counter evidences were completely ignored and excluded.

2. Violation of Federal Rules of Evidence 2015

1) Rule 104 Preliminary Questions

When the relevance of evidence depends on whether a fact exists, proof must be introduced sufficient to support a finding that the fact does exist.

During the April 15, 2016 hearing, the plaintiffs provided no evidence at all on the area of any building while the appellant provided counter evidence. Two of the evidences by the plaintiffs refer to no building at all.

2) Rule 301 Presumptions in Civil Cases Generally

In a civil case, unless a federal statute or these rules provide otherwise, the party against whom a presumption is directed has the burden of producing evidence to rebut the presumption. But this rule does not shift the burden of persuasion, which remains on the party who had it originally.

The plaintiffs had the right to make assumption and speculation. However, the appellants had provided counter evidences. Burden of proof and persuasion have not been shown by the plaintiffs, and had not even been required by the court.

3) In violation of Federal Rules of Evidences (2015) Rule 403 (and Washington State court rules Rule ER 403) Excluding Relevant Evidence for Prejudice, Confusion, Waste of Time, or Other Reasons

The court may exclude relevant evidence if its probative value is substantially outweighed by a danger or one or more of the following: unfair prejudice, confusing the issues, misleading the

jury, undue delay, wasting time, or needlessly presenting cumulative evidence.

The plaintiffs and Mr. Riffle have purposely and selectively provided a large number of pictures showing how ugly the defendants' property is, and how beautiful their houses are. All of the pictures had been admitted as exhibits by the Court. However, none of them are related to the area of the alleged building, which leads to a serious legal concern: Is the restraining order issued truly based on the allegation of size violation of the initial building as required in the covenant? If they want to compare the buildings, why did they only show the pictures under construction or deconstruction, and not show the picture of the complete alleged building (picture in C.P. 87)?

4) Testimonies by expert witness were excluded in violation of

Rule 702: Testimony by Expert Witnesses

The expert's scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue; the testimony is based on sufficient facts or data; the testimony is the product of reliable principles and methods;

The Court acknowledged that "a controversy exists" (C.P. 53). However, the April 13, 2016 email conversation with the building

code enforcement officer was ignored. The building code definition for building area determination was denied. The County's official building area 970 square feet was neglected.

7. Violation of RCW 9A.72.150 Tampering with physical evidence

The RCW 9A.72.150 provides: (1) A person is guilty of tampering with physical evidence, if, ... he or she: (a) Destroy, mutilate, conceals, removes. Or alters physical evidence with intent to impair its appearance, character, or availability...; or (b) Knowingly presents or offers any false physical evidence. (2) "Physical evidence" as used in this section includes any article, object, document, record, or other thing of physical substance.

The opposing attorney Mr. Riffle had presented the "January 2016" pictures that he knew were false (R.P. 7-8; C.P. 116; C.P. 69). Laska et al hired their first attorney to send the appellants a warning letter at the end of June 2015. They fired the attorney because the letter had no impact on the appellants' building activity (R.P. 46). This is the exact reason why Laska decided to talk to Mr. Riffle in August 2015 (Declaration of Sharon Laska, Motion for Temporary Restraining Order). The picture taken by the county on July 2, 2015 showed the building having a stair going up to an upper level – the second floor

considered by the county (Ex 5). On June 15, 2016, Mr. Riffle provided pictures of the alleged building from different angles at different stage of construction. **Mr. Riffle already knew, and had the reasonable reason to know about the structure of the alleged building in as early as August 2015.** From the letter sent by Mr. Riffle on December 2, 2015 (Ex 24), one can also tell Mr. Riffle knew about the details of the building and how the county got involved with the building.

8. Violation of 18.U.S.C. 13.242 Deprivation of Rights under Color of Law.

The Due Process Clause states no person shall be deprived of life, liberty, or property without due process of law. A tennis court is not prohibited by the covenant or any law. But the court ordered “*no tennis court*” (R.P. 157) knowing that the plaintiffs had falsely claimed the 3000 square feet tennis court field as a building site for another less than 900 square feet building under construction in the April 15, 2016 court hearing (C.P. 69). The appellants have lost their property rights while they “*don't know how this lawsuit come into place*” (R.P. 95).

The Judge had forced a “testimony” upon the appellant (R.P. 18 and 13), and collaborated with the opposing attorney to falsify the

“testimony” that the appellant has never made (R.P. 118 and 153), and used this false “testimony” against the appellant in both April 15 and June 15 court hearings for issuing the restraining orders.

The Judge allowed the opposing attorney Mr. Riffle to ask for and actually was granted a restraining order without any evidence (R.P. 17). The Court ordered to destroy the appellants’ water source knowing that the violation of covenant is not a material fact, and that the pump house, as a secondary building, is not subject to covenant restriction (The Court already acknowledged that the water pump house may stay as an accessory building as allowed by the covenant). The order to damage the appellants’ property is in violation of **18.U.S.C. 13.242 Deprivation of Rights under Color of Law.**

Conclusion

Because of the violation of Federal Rules of Civil Procedure, Rule 56, the trial court orders entered on April 15, June 27 and August 31, 2016, must be vacated. There are reasons behind why the court only heard the opposing attorney Mr. Riffle and did not listen to the appellants and did not see all the evidences being presented. These reasons cannot be excused or justified.

The plaintiffs have never been able to present any physical evidence that the alleged building was less than 900 square feet. On April 15, 2016, the appellant testified the building approximately 1000 square feet including both the sandbox and the shed (R.P. 13). The appellants testified on June 15, 2016 that the sandbox/tent area is the initial part of the building, and that the shed came from a natural extension of the sandbox's foundation (R.P. 75). During the period of motion for reconsideration, the appellants pointed out that the sandbox and the shed share the same foundation and one solid wall (C.P. 174). On July 7, 2016, the government provided the official building area 970 square feet based on building code for building area definition (C.P. 51). Knowing all the above facts, the Court still wants to maintain its order for declaratory judgment by claiming the alleged building being less than 900 square feet based on "*testimony*" as handwritten by the Judge. The appellants have to question if there is an intentional attempt to block truth and justice, and if the Court's "misinterpretation" or "misbelief" was in fact an intentional falsification of the appellant's testimony.

The sandbox/tent area should be included according to the court's own standard of area at "*commencement of construction*" (R.P. 18). Mr. Riffle calculated the area of improvement greater than 900 square

feet (1160 square feet) using the court's standard "*length times width*" (R.P. 109). The government provided the official building area 970 square feet according to on-site measurement and building code standard for building area determination. Therefore, the appellants did not violate the covenant.

Suppose, if the plaintiffs did not falsely "declared" the "January 2016" evidences, the court would not have the excuse for urgency to issue the temporary restraining order on April 15, 2016 without actual evidence of covenant violation on the minimum 900 square feet restriction. If the Judge did not ignore the April 13 email conversation with the government officer, and did not falsify the appellant's testimony on April 15, 2016, the court would have no excuse to issue the order. If the opposing attorney did not reinforce the falsified testimony forced upon the appellant in the June 15, 2016 hearing, and the Judge "shared" the same "recollection" with the attorney, the court would not be able to find the excuse to punish the appellants based on a claim of inconsistent testimony. If the appellant's testimony and evidence of the sandbox/tent area was not purposely neglected and omitted, the true building area greater than 900 square could have been undeniable in any of the prior two court hearings. If the court respects the law, building code, neither the appellant's standard of all areas

under roof on June 15 nor the court's purposely isolating the shed from the building provides the official area of the building. Only the area based on the applicable law, building code, provides the official area of the building. The building code was not allowed in the trial court, blocking the fact to come out. The appellants' testimony was distorted purposely against the appellants. The true and official area of the alleged building was approximately 970 or 1000 square feet based on building code as determined by the county building department.

The court's judgment on the building area being less than 900 square feet is contrary to fact and evidence, and is against the law, building code.

The trial court order to restrain the appellants, and to mandate the appellants to build a house within 2016, and to destroy the appellants' property went beyond the court record without necessary procedures, was not based on Washington state law, and was discriminatory in violation of the Constitution of the United States of America.

Based on the above facts and laws, the appellants respectfully ask the Court of Appeals: 1) to dismiss all the complaints of the plaintiffs in this lawsuit; 2) to vacate the Order Granting Declaratory Judgment and Injunctive Relief entered on June 27, 2016; 3) to sanction and punish the plaintiffs' conduct for perjury and tampering with physical

evidence; 4) to recover the loss caused by this lawsuit and award the appellants all the costs and expenses incurred by this lawsuit.

I certify under penalty of perjury under the laws of the State of Washington that the above report is true and correct.

Dated: 11/10/2016

Maolei Zhu

Signature of Appellant

MAOLEI ZHU

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Address

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DIVISION II

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CERTIFICATE OF SERVICE
STATE OF WASHINGTON

BY _____
DEPUTY

I hereby certify that a copy of the foregoing Brief and Assignments of Error was hand-delivered to Appellee's counsel, Christopher J. Riffle, Attorney WSBA #41332, Platt Irwin Law Firm, 403 South Peabody Street, Port Angeles, WA 98362, on the 9th day of November, 2016.

Maolei Zhu

Maolei Zhu