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SUPREME COURT OF THE STATE OF WASHINGTON

No. 70013-8-I
COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION I

FILMORE LLLP,

A Washington limited liability limited partnership,

Respondents,

vs.

UNIT OWNERS ASSOCIATION OF CENTRE POINTE
CONDOMINIUM,

Petitioner.

Filed
Washington State Supreme Court

MAY 13 2015

Ronald R. Carpenter
Clerk

AMICUS CURIAE BRIEF BY BARCLAY COURT OWNERS
ASSOCIATION SUPPORTING REVERSAL

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I. INTRODUCTION

Amicus Curiae Barclay Court Owners Association (“Barclay Court”) offers additional briefing in support of reversal of the Court of Appeals’ decision in *Filmore LLLP v. Unit Owners Association of Centre Pointe Condominium*, 183 Wn. App. 328, 333 P.3d 498 (2014) (“*Filmore*”). Barclay Court is similarly situated to Petitioner Centre Pointe regarding potential invalidation of a rental cap amendment that it adopted also by a 67% supermajority.

Barclay Court’s brief focuses on three discrete principles of statutory interpretation that succinctly demonstrate legislative intent regarding “change of use” in RCW 64.34.264(4). When addressing these principles, Barclay Court’s brief engages the Court of Appeals’ reasoning to show why the Court of Appeals erred. Barclay Court also addresses so-called “public interest” arguments made by *Filmore* in its Supplemental Brief. Finally, Barclay Court addresses *Filmore*’s new argument supposedly relying on the Growth Management Act, which argument is wholly unsupported and unconvincing.

II. INTEREST OF AMICUS CURIAE

Barclay Court is a condominium owners association for twenty-eight residential units located at the foot of Queen Anne Hill in Seattle. It is governed by a declaration recorded in 2001. In 2008, Barclay Court

considered an amendment to its declaration placing a cap on the number of units that can be rented. After considered deliberation, Barclay Court adopted the rental cap to preserve the building as a primarily owner-occupied condominium. The amendment caps leasing at seven units, which is 25%, and institutes a wait-list system for owners interested in leasing their units. The board may grant waivers to the cap and permit an owner to lease if that owner demonstrates a “substantial hardship, not of the Owner’s making, such that a waiver is warranted in view of the Owner’s particular circumstances” or “[a]n Owner’s particular circumstances result in the Owner’s temporary absence from a Unit.”

Barclay Court’s amendment recites three main reasons its members voted to adopt a rental cap: (1) to protect the availability of buyer financing, which, in turn, is influenced by the existence and extent of leasing activity in the condominium; (2) to foster the sense of community among owners with a shared common purpose, including a shared perspective that the condominium is the shared residence of the owners and not just an “investment” held in common; and (3) the ability to self-govern through management by a board comprised of owner-volunteers.

Barclay Court is aware that many condo associations have adopted similar restrictions on leasing to preserve the owner-occupied features of a condominium owners association and to distinguish the condominium

from apartment buildings or investment properties. This effort by condominium associations to preserve the unique features of their condominiums is related in part to enactment by the Federal Housing Authority of new lending policies in 2008 that concerned condominiums.¹ Federal regulations and guidelines restrict FHA-insured financing and conventional loans through FNMA (Fannie Mae) or FHLMC (Freddie Mac) for condominium developments in which a majority of the individual units are leased (i.e., low “owner-occupancy” ratios). *See, e.g.*, 24 CFR 203.41(d)(5); FHA Condominium Project Approval & Processing Guide 3.5 at 43 (June 30, 2011) (“at least 50 percent of the units ... must be owner-occupied or sold to owners who intend to occupy the units”).

When Barclay Court adopted its rental cap amendment, it followed the recommendation of counsel that 67% approval was needed to pass an amendment that would limit the number of units that could be leased.

¹ Respondent asserts that an association’s motivation to adopt a rental amendment, including to facilitate financing for the sale of its units, is “a new issue” raised for the first time by amicus. *See Resp.’s Suppl. Brief*, 15-16. Yet Respondent correctly acknowledges that Ms. Haddad testified about these motivations. *Id.* at 16 n. 46. *See also* CP 234 ¶ 3, 238 ¶ 12 (Haddad’s testimony regarding Centre Pointe’s motivations for adopting a rental cap amendment to preserve buyer financing options, maintain market value, cultivate a pool of candidates willing to serve on the association and foster a sense of community and pride). Such factual information does not constitute an impermissible “new issue” excludable from review and, contrary to Filmore’s assertions, is part of this record. This information provides context and explanation why associations would choose rental caps to inform the Court’s perspective on the legal issues presented.

This advice was based on the language in the Condo Act and also on express language in Barclay Court's original declaration requiring 67% approval to impose "any restrictions on leasing of Units." When included in the original declaration, this language was considered consistent with the Condo Act, not contrary to it as courts now would be required to hold if the *Filmore* decision stands.

Before the Court of Appeals decided *Filmore*, a unit owner sued Barclay Court regarding enforceability of the rental cap amendment for lack of a 90% approval. *Carolyn Bilanko v. Barclay Court Homeowners Association*, King County Superior Court No. 14-2-18902-8 SEA. Ultimately, the Superior Court applied the holding of *Filmore* and entered judgment for the owner invalidating the rental cap amendment. See Supreme Court No. 91247-5 (appeal of Superior Court ruling). The Court's decision here likely will control the outcome of this portion of Barclay Court's appeal.

III. STATEMENT OF THE CASE

Barclay Court incorporates Petitioner's statements of the case. See *Petition* 1-4; *Petitioner's Suppl. Brief* 3-4; *Opening Brief* 3-7; *Reply Brief* 2-5. Centre Pointe adopted the rental cap in October 2011 for reasons similar to those of Barclay Court, including that "[t]he community at the condominium is strengthened by having a core of residents, sufficiently

numerous in proportion to the whole, who are committed to upholding the declaration and other governing documents.” *See* CP 234 ¶ 3, 238 ¶ 12.

Centre Pointe did not know at the time it adopted the rental cap (October 2011) that developer Filmore, who had just acquired one of the unfinished condominium buildings, might want to rent some units while it waited for the for-sale market to improve. CP 234 ¶ 4 to 235 ¶ 5. When Filmore principal Andre Molnar later attended an association meeting in February 2012 and announced that “he planned to sell the units upon completing the building but that, depending on market conditions, he might have to rent some of them,” two officers of Centre Pointe “looked at each other shocked.” CP 235 ¶ 5. Ms. Haddad immediately spoke up, stating that “we had a rental cap at Centre Pointe that he would have to abide by.” *Id.* Other owners also “then spoke directly to Mr. Molnar and also referred to the existence of the rental cap.” *Id.* Mr. Molnar later in February indicated to the concerned Board that “it was ‘all a misunderstanding’ and that he was going to sell the units.” CP 235 ¶ 6. *See also* CP 240. Over the ensuing months, Ms. Haddad became President of the association and negotiated other issues on behalf of the association with Mr. Molnar, but he never raised the rental cap again. CP 235 ¶ 7. That is, until Filmore sued to invalidate it in November 2012. *Id.*

IV. ARGUMENT SUPPORTING REVERSAL

This Court should reverse the *Filmore* Court of Appeals' interpretation of the Condo Act. It should hold that the Condo Act requires only a 67% membership approval in order to adopt a rental cap amendment, which amendment is not a change in "use."

RCW 64.34.264(1) of the Condo Act generally requires 67% approval for amendments to a condominium declaration.² Under RCW 64.34.264(4), certain exceptional amendments to a condominium declaration require 90% approval from the unit owners, including amendments to "change" the "uses to which any unit is restricted."³

Filmore contends, and the Court of Appeals held, that an amendment to adopt a leasing restriction constitutes a change to the "uses to which any unit is restricted," triggering subsection (4)'s exceptional

² RCW 64.34.264(1) provides: "Except... as limited by subsection (4) of this section, the declaration, including the survey maps and plans, may be amended only by vote or agreement of unit owners of units to which at least sixty-seven percent of the votes in the association are allocated, or any larger percentage the declaration specifies: PROVIDED, That the declaration may specify a smaller percentage only if all of the units are restricted exclusively to nonresidential use." (emphasis added).

³ RCW 64.34.264(4) provides: "Except to the extent expressly permitted or required by other provisions of this chapter, no amendment may create or increase special declarant rights, increase the number of units, change the boundaries of any unit, the allocated interests of a unit, or the uses to which any unit is restricted, in the absence of the vote or agreement of the owner of each unit particularly affected and the owners of units to which at least ninety percent of the votes in the association are allocated other than the declarant or such larger percentage as the declaration provides." (emphasis added).

requirement of 90% approval. This is wrong. "Use" refers to residential or nonresidential use. It does not refer to the litany of restrictions and prohibitions that might be placed on condominiums used for residential living, such as pet restrictions, aesthetic restrictions, or leasing restrictions. Such restrictions only require the general 67% approval, not the extraordinary 90% approval required only for exceptional amendments.

A. Three critical rules of statutory interpretation illustrate legislative intent that "change of use" in RCW 64.34.264(4) does not include leasing restrictions.

The Condo Act does not contain an explicit definition of "use." Well-established principles of statutory construction demonstrate that a "change" to "uses to which any unit is restricted" as set forth in § 264(4) does not include adoption of a rental cap amendment. Three factors support this interpretation: (1) distinctions between "use" and "leasing" in other parts of the statute that show these terms have different meanings; (2) references to "residential use" and "nonresidential use" throughout the statute that show that "use" means either "residential" or "nonresidential," i.e., commercial; and (3) the technical meaning of "use" in land use and real property law that the legislature never disavowed. These considerations, discussed below, show that in § 264(4) a "change" of "use" does not include adoption of a rental cap.

1. The legislature's distinction between "use" and "leasing" (or "alienation") throughout the statute informs the different meanings of these terms in the Condo Act.

In the Condo Act, the legislature has drawn a distinction between "use" and "leasing." A "fundamental rule of statutory construction is that the legislature is deemed to intend a different meaning when it uses different terms." *State v. Roggenkamp*, 153 Wn.2d 614, 625, 106 P.3d 196 (2005). The different terms "use" and "leasing" should persuade this Court that different meanings were intended.

Most compelling is the legislature's differentiation between restrictions on "use" and "leasing" in RCW 64.34.410, which sets forth the particular disclosures that must be made in a public offering statement. A public offering statement is a document made available by a condominium builder to prospective buyers with information about the condominium building and the units. When establishing what a public offering statement shall contain, the legislature addressed separately "use and use restrictions pertaining to the units" and "restrictions ... on the renting or leasing of units," as follows:

(1) A public offering statement shall contain the following information:

...

(g) A brief description of the permitted uses and use restrictions pertaining to the units and the common elements;

(h) A brief description of the restrictions, if any, on the renting or leasing of units by the declarant or other unit owners, together with the rights, if any, of the declarant to rent or lease at least a majority of units;...

RCW 64.34.410(1)(g), (h) (emphasis added). This is critical evidence whether the legislature considered “restrictions... on the renting and leasing of units” to be “uses and use restrictions pertaining to the units.” It did not. It addressed them separately. This demonstrates that “restrictions on the renting or leasing of units” are not subsumed in, or a mere subset of, “uses and use restrictions pertaining to the units.” If such restrictions were, the legislature would not have treated them separately in § 410.

Filmore argues that Centre Pointe’s interpretation should be disfavored “since [other restrictions] would not qualify as a ‘use’ pursuant to RCW 64.34.216(1)(n), they [would] need not even be mentioned in the Declaration and therefor no amendment of the Declaration [would be] necessary to change and no vote of the owners would be required.” *See Resp.’s Suppl. Brief* 19 n. 52. Filmore essentially argues that, if Centre Pointe is correct, “other restrictions” could be changed with abandon and no formality. Filmore is wrong. Restrictions that relate to “occupancy” and “alienation” (such as a leasing restriction) must be in the declaration pursuant to RCW 64.34.216(1)(n), as follows:

(1) The declaration for a condominium must contain:

...

(n) Any restrictions in the declaration on use,
occupancy, or alienation of the units....

RCW 64.34.216(1)(n) (emphasis added). Here, the word “or” necessarily means that restrictions controlling “occupancy” or “alienation” are not “restrictions” “on use.” Like it does in § 410(1)(g) and (h), the legislature in § 216(1)(n) distinguishes between “use” and “leasing” by separating “use” from “occupancy” and “alienation.” Contrary to Filmore’s argument, all three types of restrictions must be set forth in a declaration. The latter two types of restrictions remain subject to authorized amendment at 67%, not merely the “whimsy of boards.”

The Court of Appeals brushed over these provisions, inadequately noting only that “neither statutory provision qualifies or limits the meaning of ‘use.’” 183 Wn. App. at 341. The Court of Appeals simply ignored the “fundamental” principle described in *State v. Roggenkamp* that different vocabulary equates to different meaning. In so doing, the Court of Appeals also ignored the principle to read the statute as a whole consistently throughout.

The concept of consumer protection related to the Condo Act that Filmore has raised, *see Resp.’s Suppl. Brief* 9-10, is not antithetical to recognizing the clear distinction the legislature drew between “use” and

“leasing.” Moreover, both Filmore and the Court of Appeals perversely rely on “consumer protection” principles to favor Filmore, the developer of one of the unfinished buildings, over the residents who live there. They do so at the expense of the right to self-government that the Condo Act gives these residents. The Centre Pointe owners in October 2011 chose a rental cap to safeguard their community—before they knew anything about Filmore, its investment as the new developer of one of the unfinished condominium buildings and its potential desire to rent units if it could not profit from them in the for-sale market. CP 234 ¶ 4 to 235 ¶ 5. This came to light in February 2012 when one of the Filmore representatives for the first time attended an association meeting and shocked the community by announcing Filmore might rent its units for the time being. CP 235 ¶ 5. No evidence shows the residents intended to upset Filmore’s expectations—they were simply acting on their own expectations that as consumer purchasers they could amend the declaration to pursue their mutual interests as residents in this community.

This Court should be concerned with the rights of resident owners to self-govern. This Court recognized regarding the preceding statutory scheme in the Horizontal Property Regimes Act (“HPRA”) that “the legislature sought a balance between protecting individual owners’ rights and granting flexibility to the community as a whole.” *Lake v. Woodcreek*

Homeowners Association, 169 Wn.2d 516, 529, 243 P.3d 1283 (2010). “As we have recognized, under the HPRA, ‘each owner, in exchange for the benefits of association with other owners, must give up a certain degree of freedom of choice which he [or she] might otherwise enjoy in separate, privately owned property.’” *Id.* at 535. These same principles should apply to the Condo Act. Additionally, where the Condo Act contains “a strong consumer protection flavor,” this is to protect “consumer purchasers.” *One Pac. Towers Homeowners’ Ass’n v. Hal Real Estate Invs.*, 148 Wn.2d 319, 330-33, 61 P.3d 1094 (2002) (rejecting argument by condominium investors in favor of condominium residential owners where the Condo Act contains “a strong consumer protection flavor” to protect “consumer purchasers.”).

In sum, RCW 64.34.410(1)(g) and (h) and RCW 64.34.216(1)(n) inform the meaning of “use” in § 264(4). Where the legislature intended to refer to restrictions on leasing, it did so expressly. It did not do so in § 264(4). Although it could have, the legislature did not specify that amendments restricting leasing, or amendments related to occupancy or alienation, must obtain 90% approval. The Court of Appeals erroneously failed to rely on these indications of legislative intent. The Court of Appeals white-washed the terms “use” and “leasing,” impermissibly blending them together.

2. The legislature's references to "residential use" and "nonresidential use" throughout the statute inform the meaning of "use" in Section 264(4) as referring to these two types of uses.

Centre Pointe has argued that the dichotomy between "residential use" and "nonresidential use" that repeats throughout the Condo Act shows that "use" is a reference to one of these types of uses. *See Petitioner's Petition for Discretionary Review*, 8-12; *Opening Brief*, 13-18. This argument correctly dispels a central fault of the *Filmore* decision to consider "use" in the Condo Act as a generic, catch-all term. Instead, "use" refers to the overarching dichotomy of the use of real property: residential or non-residential. These are the exclusive sub-categories. This is the single way in which the legislature employed "use."

In *Filmore*, the Court of Appeals unpersuasively dismissed this evidence as insufficient to inform the meaning of "use" in § 264. 183 Wn. App. at 343-44 ("Such distinctions do not necessarily mean the legislature intended the word 'uses' in RCW 64.34.264(4) to refer solely to residential or nonresidential.") The Court of Appeals concluded that notwithstanding its specialized meaning in other parts of the statute, in § 264 "use" has a "common ordinary meaning." 183 Wn. App. at 346. The Court of Appeals' conclusion is unjustified. It is inconsistent with the principle of statutory interpretation to attach the same meaning to the same words throughout the statute. *See State v. Gonzalez*, 168 Wn.2d 256, 264,

226 P.3d 131 (2010). It also fails to account for the compelling evidence in § 410 and § 216 that restrictions on use do not include restrictions on leasing.

Contrary to the Court of Appeals' conclusion, "use" in § 264(4) is not generic and does not include restrictions on leasing. The statute shows the opposite: "use" means either "residential" or "nonresidential."

3. The legislature's employment of the technical term "use" in the statute that regulates the land use and real property rights of condominium owners means the technical meaning controls unless disavowed.

In *Filmore*, the Court of Appeals not only failed to inform the meaning of "use" in § 264(4) from other provisions in the statute, it also divorced the Condo Act from its real property and land use context. This context should inform the meaning of the Condo Act's terms. This Court should interpret § 264(4) consistently with the rest of the statute and with the common law of real property and land use codes. In this context, "use" is a technical term referring to the fundamental activity on the property, i.e., residential or non-residential.

The *Filmore* court cited *Swinomish Indian Tribal Cmty. v. Dep't of Ecology*, 178 Wn.2d 571, 581, 311 P.3d 6 (2013), for the general proposition that a court's goal is to determine the legislative intent, *see* 183 Wn. App. at 339, but it overlooked this Court's instruction that "when technical terms or terms of art are used, [courts] give these terms their

technical meaning.” 178 Wn.2d at 581. Also instructive is *Hansen v. Virginia Mason Med. Ctr.*, where the Court of Appeals rejected interpreting “promised” in RCW 7.70.030 based on a dictionary definition, concluding that “promise is a term of art in contract law.” 113 Wn. App. 199, 207, 53 P.3d 60 (2002). Similarly, in this case real property and land use law should inform the technical meaning of “use.”

“Use” in the context of property law is defined by “the activity for which the building or lot is intended, designed, arranged, occupied, or maintained[.]” *King County, Dept. of Development & Environmental Services v. King County*, 177 Wn.2d 636, 641, 305 P.3d 240 (2013). “‘Use’ means... the type of activity... to which land is devoted or may be devoted[.]” *Meridian Minerals Co. v. King County*, 61 Wn. App. 195, 210 n. 15, 810 P.2d 31 (1991) (quoting King County Code Chapter 21.04.910). “Use” refers to the overarching activity to which land is devoted, not to less central considerations such as whether a residential unit is occupied by a tenant or a pet. “Land use decisions encompass [] choices among categories of uses (e.g., residential, commercial, industrial, agricultural). . . .” Arnold, Craig Anthony, *Eastern Water Law Symposium: Integrating Land Use Law and Water Law: The Obstacles and Opportunities: Clean-Water Land Use: Connecting Scale and Function*, 23 Pace Env'tl. L. Rev. 291, 296 (2006). Krannich, Jess M., *A Modern*

Disaster: Agricultural Land, Urban Growth, and the Need for a Federally Organized Comprehensive Land Use Planning Model, 16 Cornell J. L. & Pub. Pol'y 57, 74 (2006) (zoning requires classification of “uses to which a parcel of land may be put,” for example, “commercial, residential, or agricultural purposes”).

County and municipal codes similarly define “use” as a property’s fundamental and overarching purpose. King County Code Chapter 21A.06.1345 (“use” is “the purpose for which land or a structure is designed, built, arranged, intended, occupied, maintained, let or leased.”); Seattle Municipal Code 23.60.940 (“‘Use’ means the purpose for which land or a building is designed, arranged or intended, or which it is occupied or maintained, let or leased.”).

On the other hand, restrictions on the right to lease, to sublease, or to assign a leasehold are a restriction or restraint on “alienation.” See *Shoemaker v. Shaug*, 5 Wn. App. 700, 701 & 704, 490 P.2d 439 (1971) (addressing a covenant precluding subleasing or assignment of premises); *Ernst Home Center, Inc. v. Sato*, 80 Wn. App. 473, 476 & 486, 910 P.2d 486 (1996) (same), citing *Restatement (Second) of Property, Landlord and Tenant* § 15.2; see also *Shorewood West Condo Ass'n v. Sadri*, 92 Wn. App. 752, 759, 966 P.2d 372 (1998) (observing “[r]estrictions on leasing have been upheld as reasonable restraints on alienation”), *rev'd on other*

grounds, 140 Wn.2d 47, 992 P.2d 1008 (2000).

Here, it is appropriate to inform the interpretation of “change of use” from this body of law. This results in the conclusion that “use” means residential or nonresidential purpose or activity, and does not include leasing restrictions, which relate to “alienation” of property.

“[T]he Legislature is presumed to know the existing state of the case law in those areas in which it is legislating and a statute will not be construed in derogation of the common law unless the Legislature has clearly expressed its intention to vary it.” *Price v. Kitsap Transit*, 125 Wn.2d 456, 463, 886 P.2d 556 (1994). Here, the Condo Act regulates a unit owner’s real property and land use rights. The legislature did not express disregard for the technical and legal vocabulary attendant to such rights. Neither should this Court.

The Court should hold that the legislature intended that an amendment restricting leasing is subject to the 67% approval requirement under RCW 64.34.264(1). This supports reversal and direction for summary judgment to Centre Pointe.

B. This Court should disregard Respondent’s “affordable housing” argument because it lacks merit and record support.

Respondent Filmore inexplicably attempts in the eleventh hour to tie this case to affordable housing and the Growth Management Act,

arguing that invalidating the lease restrictions through the Condo Act will somehow help promote the GMA's concern with "affordable housing." *See Resp.'s Suppl. Brief*, 17-18. This new and unsupported argument lacks all credence.

Filmore cites not one shred of record evidence regarding affordability of its units in the Bellingham market either as "for sale" or "for rent" properties.⁴ Filmore instead takes the approach that simply adding rental units to the market will improve affordable housing options in Bellingham. *Resp.'s Suppl. Brief*, 17-18. The record contains no support for this argument. Further, provision of "affordable housing" requires *below-market* housing options for low-income individuals,⁵ not housing options at high-end market rates like Filmore has offered the units for sale and presumably would offer these units for rent. *See* CP 142-57

⁴ The record actually reflects that Filmore first listed the units for sale at prices that "were high, with most units in the 200,000's, above what a reasonable level would be based on the historical prices at Centre Pointe. The list prices were simply too high for there to be any realistic chance of sale at or near them." CP 237 ¶ 10. *See also* CP 244.

⁵ The GMA does not define "affordable housing," but the legislature in the Washington Housing Policy Act defined "affordable housing" as "residential housing that is rented or owned by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income." RCW 43.185B.010. Affordable housing is commonly understood as dwelling units whose total housing cost for either rental or purchase are 'affordable' to low- to moderate-income working families. *See* Wash. State Labor Council AFL-CIO, *Affordable Housing and Homelessness* (January 8, 2009), <http://www.wslc.org/legis/afford.htm> (visited April 24, 2015).

(Declaration of Andre Molnar); CP 233-48 (Declaration of Debbie Haddad); CP 249-56 (Declaration of Cindy Rae Mehler).

The basic concept of affordability, moreover, applies to both for-sale and for-rent properties. See WAC 365-196-210(4) (“Affordable housing’ means residential housing that is rented or owned by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household’s monthly income.”) (emphasis added). There is no basis for this Court to favor affordable housing options for rent over affordable housing options for sale, if the units owned by Filmore had any demonstrable link to affordability, which they do not.

Filmore is a for-profit LLLP developing condominiums in Washington and British Columbia that saw a business opportunity when it acquired its unbuilt units after the prior developer had lost them in foreclosure. *Filmore*, 183 Wn. App. at 335; CP 139. Filmore’s principal testified under oath that Filmore wants to lease the units until the market “improves to be able to support the sales” at market rates, not at affordable rates. CP 140:3-7. Filmore’s desire to rent the units is only *temporary* until the market recovers sufficiently for Filmore to make a profit by selling them. CP 140 ¶ 9. Filmore’s argument that a holding making adoption of leasing restrictions more onerous will increase affordable

housing in Bellingham or anywhere in the state fails. Filmore establishes no connection.

Nothing in the record or the law supports Filmore's argument that the GMA provides a reason for this Court to affirm the incorrect definition of "use" under the Condo Act adopted by the Court of Appeals.

V. CONCLUSION

Solid statutory interpretation rules support reversal. The Court of Appeals overlooked multiple features of the statute—and principles of interpretation—that illustrate the legislative intent to require only a 67% supermajority for adoption of a rental cap amendment.

Respectfully submitted on this 27th day of April, 2015.

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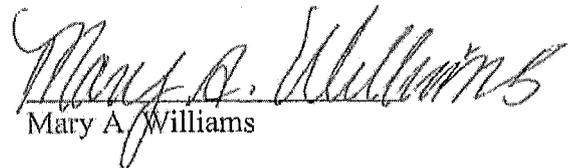
CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of April, 2015, I caused to be served via *E-Mail and U.S. Mail* the foregoing AMICUS BRIEF BY BARCLAY COURT HOMEOWNERS ASSOCIATION SUPPORTING REVERSAL on the following parties at the following addresses:

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