

SUPREME COURT OF DELAWARE

Reserves Management Corp. v. R.T. Properties, LLC

80 A.3d 952 (Del. 2013) · Decided November 15, 2013

SUMMARY

The Delaware Supreme Court reviewed summary judgments concerning property assessments imposed under restrictive covenants and an alleged agreement to defer payment. The court reversed the judgment on the forbearance issue because material facts were disputed, affirmed summary judgment against the sewer assessment claim, and remanded for further proceedings.

CASE DETAILS

COURT	Supreme Court of Delaware
WRITING FOR THE COURT	Jacobs, Justice; Holland; Jacobs; Steele
JURISDICTION	Delaware
DECIDED	November 15, 2013
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The plaintiff appealed from Superior Court orders granting the defendants summary judgment on claims seeking payment of property assessments under restrictive covenants.
STANDARD OF REVIEW	Cross-motions for summary judgment are reviewed de novo as to both facts and law to determine whether undisputed material facts entitle either movant to judgment as a matter of law. A denial of summary judgment receives substantial deference and is rarely disturbed.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Reserves Management Corp. v. R.T. Properties, LLC, Mountain Range, LLC, Fountain, LLC, Waterscape, LLC, Wind Chop, LLC

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether summary judgment for R.T. Properties was proper on the alleged oral forbearance agreement concerning payment of assessments.
2. Whether the evidence created genuine issues of material fact regarding the existence, parties, terms, duration, and enforceability of an alleged forbearance agreement.
3. Whether the alleged forbearance agreement was subject to Delaware's recording statute.
4. Whether the alleged indefinite deferral of assessments violated the rule against perpetuities.
5. Whether the later amendment adding a sewer connection assessment was valid and enforceable against R.T. Properties under the original Declaration of Restrictions.
6. Whether a prior Superior Court ruling concerning sewer fees owed to an affiliated entity required judgment for Reserves in this action.

HOLDINGS

1. Summary judgment for R.T. Properties on the forbearance agreement defense was improper because the record contained evidence of an oral agreement to defer assessments and that evidence, together with the contractual provisions, created triable issues of material fact.
2. Reserves was not entitled to summary judgment because the evidence could support a separate oral forbearance agreement even though Reserves and the affiliated lot owners were not parties to the written Sale Agreement.
3. The alleged forbearance agreement was not shown to be subject to Delaware's recording statute because it neither conveyed an interest in property nor formed part of a deed concerning lands or tenements.
4. The rule against perpetuities did not invalidate the alleged forbearance agreement because restrictive covenants are servitudes and the rule against perpetuities does not apply to servitudes.
5. The sewer connection assessment amendment was invalid and unenforceable against R.T. Properties, and summary judgment for R.T. Properties on that claim was proper.
6. A prior Superior Court ruling requiring R.T. Properties to pay sewer connection fees to Reserves Development LLC did not require judgment for Reserves in this case.

KEY QUOTATIONS

“That was error, because Paragraph 10 addresses only the assessments payable by third party homebuyers after a certificate of occupancy has been issued.” (956)

“Nonetheless, this evidence of the existence of an oral forbearance agreement, together with Paragraph 10 of the Declaration, is sufficient to create triable issues of material fact.” (956)

“A restrictive covenant is a servitude, and the rule against perpetuities does not apply to servitudes.” (957)

FACTUAL BACKGROUND

Reserves administered and maintained a planned residential community subject to a recorded Declaration of Restrictions requiring lot owners to pay assessments. In 2005, R.T. Properties purchased seventeen lots under a Sale Agreement stating that it intended to construct homes for resale, and later transferred the lots to affiliated entities. Reserves subsequently invoiced R.T. Properties for assessments, while R.T. Properties asserted that payment had been deferred until each lot was sold to a third-party homebuyer and a certificate of occupancy issued. In 2008, after the purchase, the Declaration was amended to add a sewer connection assessment of approximately \$4,000 per lot.

PROCEDURAL HISTORY

Reserves sued R.T. Properties in the Delaware Superior Court to enforce assessments allegedly due on seventeen residential lots. The Superior Court denied a motion to dismiss, then granted R.T. Properties summary judgment on all claimed assessments except the sewer connection assessments, and later granted summary judgment on the sewer assessment claim as well. Reserves appealed both judgments.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for a trial and further proceedings on the existence, parties, terms, duration, and enforceability of the alleged forbearance agreement. The summary judgment ruling on the sewer connection assessment remains affirmed. Jurisdiction is not retained.

CASES CITED

- Telxon Corp. v. Meyerson, 802 A.2d 257, 262 (Del. 2002)
- Arnold v. Soc'y for Sav. Bancorp, Inc., 678 A.2d 533, 535 (Del. 1996)
- Williams v. Geier, 671 A.2d 1368, 1375 (Del. 1996)
- Anglin v. Bergold, 565 A.2d 279 (Del. 1989)
- Reserves Dev. LLC v. R.T. Properties, L.L.C., 2011 WL 4639817 (Del. Super. Ct. Sept. 22, 2011)