

VERMONT SUPERIOR COURT, CIVIL DIVISION, WINDSOR UNIT

Barbara Ghia v. West Woods Condominium Association

Ghia v. West Woods Condominium Association · No. 24-CV-02617 · Decided December 22, 2025

SUMMARY

The Vermont Superior Court decides cross-motions for summary judgment in a dispute over development rights in the West Woods condominium. The court upholds the validity of the 1991 amendment, holds that the 2007 amendment was voidable rather than void ab initio but remains effective because the Association failed to timely challenge it, and rejects the Association’s purported rescission. The decision addresses unanimous-consent requirements under Vermont condominium law, statutes of limitation, laches, and declaratory relief.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Windsor Unit
WRITING FOR THE COURT	Kerry A. McDonald-Cady
JURISDICTION	Vermont Superior Court, Civil Division, Windsor Unit
DECIDED	December 22, 2025
DOCKET	24-CV-02617
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for summary judgment in a declaratory-judgment and damages action concerning condominium development rights, amendments to the condominium declaration, and the Association's attempted rescission of a later amendment.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. The court construes facts in the light most favorable to the nonmoving party, gives that party the benefit of reasonable doubts and inferences, and accepts supported allegations made in opposition to summary judgment as true.
PRECEDENTIAL VALUE	Unpublished trial-court decision; precedential status unknown

TOPICS

- real estate
- declaratory judgment
- summary judgment
- contracts
- equitable relief

PRACTICE AREAS

real estate

condominium law

contracts

remedies

civil procedure

QUESTIONS PRESENTED

1. Whether the 1991 amendment to the condominium declaration was valid without unanimous consent of all unit owners.
2. Whether the 2007 amendment was invalid because it altered unit owners' undivided interests and common expenses without unanimous consent.
3. Whether the Association's 2022 attempted rescission of the 2007 amendment was effective and could terminate Plaintiff's development rights.
4. Whether Plaintiff's claims for slander of title, negligence, breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment or quantum meruit, promissory estoppel, and betterments survived summary judgment.

HOLDINGS

1. The 1991 amendment did not require unanimous consent because it removed the seven-year time limit on the declarant's right to construct additional units but did not change the fixed formula governing each owner's percentage interest in the common areas and facilities.
2. The 2007 amendment required unanimous consent because it immediately changed the unit owners' percentage interests and allocated common expenses differently; because it lacked unanimous approval, it was voidable rather than void ab initio.
3. The Association's delayed challenge to the 2007 amendment was untimely, and any equitable attempt to rescind the amendment was barred by laches.
4. The Association's recorded rescission of the 2007 amendment was void and ineffective because the Association lacked authority under the governing documents or the Vermont Condominium Ownership Act to revoke Plaintiff's development rights unilaterally.
5. Defendant was entitled to summary judgment on the slander-of-title claim because Plaintiff could not establish the required malice element.
6. Defendant was entitled to summary judgment on the negligence claim because Plaintiff did not establish an actionable negligence duty or claim on the undisputed facts.
7. Defendant was entitled to summary judgment on the breach-of-contract claim because the alleged rescission did not breach a contractual term and Plaintiff did not show damages resulting from a breach.
8. Defendant was entitled to summary judgment on the implied-covenant claim because the record did not support a finding that the Association acted in bad faith by attempting to rescind an amendment it believed had been procedurally defective.
9. Defendant was entitled to summary judgment because Plaintiff retained development rights, so the infrastructure expenditures were not rendered worthless and Defendant's retention of the alleged benefit was not shown to be inequitable.

10. Defendant was entitled to summary judgment because promissory estoppel is unavailable where the parties' relationship is governed by a contract.
11. Defendant was entitled to summary judgment on the betterments claim because Plaintiff had not been ejected from the property.

KEY QUOTATIONS

“The 2007 Amendment failed to comply with the COA’s requirement of unanimous consent, rendering the 2007 Amendment voidable.” (Count II)

“Nothing in the VCOA or the Declaration gives Defendant the right to rescind Ghia or Plaintiff’s rights to develop or to amend the Declaration in a manner that curtails or blocks Ghia or Plaintiff’s development of the property.” (Count III)

“When a dispute arises out of a contract, promissory estoppel is inapplicable.” (Count IX)

FACTUAL BACKGROUND

James Ghia, whose interests Plaintiff succeeded to, recorded the original condominium declaration in 1988 contemplating 24 units and retaining development rights subject to a seven-year construction period. In 1991, the Association approved and recorded an amendment removing the seven-year limit without changing the formula for allocating unit owners' percentage interests. In 2005, the Association approved a proposal later recorded in 2007 that allowed six single-family West Wood Homes and reallocated common-area interests and expenses; the amendment received approval from nine of twelve owners, not unanimous consent. Plaintiff relied on the 2007 amendment and spent approximately \$500,000 on infrastructure, after which the Association recorded a 2022 resolution purporting to rescind the amendment.

PROCEDURAL HISTORY

Plaintiff sought declaratory relief regarding the validity of the 1991 and 2007 amendments to the condominium declaration and asserted claims for slander of title, negligence, breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment or quantum meruit, promissory estoppel, and betterments. Both parties moved for summary judgment. The court granted Plaintiff summary judgment on Counts I, II, and III, granted Defendant summary judgment on Counts IV through X, and denied the parties' motions in all other respects.

DISPOSITION

other

CASES CITED

- O’Brien v. Synnott, 2013 VT 33, ¶ 9, 193 Vt. 546
- Vanderbloom v. State, Agency of Transp., 2015 VT 103, ¶ 5, 200 Vt. 150
- Pettersen v. Monaghan Safar Ducham PLLC, 2021 VT 16, ¶¶ 9, 11, 214 Vt. 269
- Robertson v. Mylan Laboratories, Inc., 2004 VT 15, ¶ 15, 176 Vt. 356

- Arapaho Owners Ass’n, Inc. v. Alpert, 2015 VT 93, ¶¶ 20-21, 199 Vt. 553
- Watson v. Village at Northshore I Association, Inc., 2018 VT 8, ¶¶ 23, 52, 58, 207 Vt. 154
- statutesCited”: [

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