

SUPREME COURT OF RHODE ISLAND

Ridgewood Homeowners Association v. Mignacca

813 A.2d 965 (R.I. 2003) · No. No. 2001-289-M.P. · Decided January 14, 2003

SUMMARY

The Supreme Court of Rhode Island held that a restrictive covenant prohibiting the keeping of animals and structures for housing them barred homeowners from keeping a miniature horse on their property. The court also held that the Cranston zoning code's ten-acre requirement superseded an inconsistent city ordinance and that the restrictive covenant controlled regardless of zoning permission. The court reversed the Superior Court's judgment in the covenant action and quashed or vacated the judgment concerning the zoning appeal, remanding for appropriate proceedings.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Lederberg, J.; Williams, C.J.; Flanders, J.; Goldberg, J.
JURISDICTION	Rhode Island
DECIDED	January 14, 2003
DOCKET	No. 2001-289-M.P.
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The homeowners association appealed the Superior Court's refusal to enforce a restrictive covenant and petitioned for a writ of certiorari concerning the Superior Court's review of a zoning variance granted by the Cranston Zoning Board of Review. The Supreme Court consolidated the appeal and certiorari petition.
STANDARD OF REVIEW	Restrictive covenants are interpreted according to their plain and ordinary meaning, with ambiguity resolved in favor of unrestricted use. Review of a zoning-board decision under G.L. 1956 § 45-24-69 is limited; the Superior Court may not substitute its judgment for the board's on factual issues and may reverse or modify only when substantial rights have been prejudiced. A zoning board must provide findings of fact and conclusions of law sufficient for judicial review.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Ridgewood Homeowners Association, Individual members of Ridgewood Homeowners Association v. David Mignacca, Kathy

TOPICS

covenants and restrictions zoning judicial review of agency action writ of certiorari appellate procedure

PRACTICE AREAS

real estate municipal law administrative law equitable relief appellate procedure

QUESTIONS PRESENTED

1. Whether the subdivision's restrictive covenant prohibiting animals, livestock, or poultry and structures for keeping animals barred the Mignaccas from keeping a miniature horse and constructing a stable.
2. Whether alleged nonenforcement of other covenant violations established waiver, estoppel, laches, or selective enforcement preventing enforcement of the livestock covenant.
3. Whether the association was required to prove monetary damages or hardship to obtain equitable enforcement of the restrictive covenant.
4. Whether the Superior Court exceeded its authority by conducting an independent view, obtaining an ordinance sua sponte, and commingling evidence from the covenant action with the zoning appeal.
5. Whether the Superior Court properly affirmed or otherwise upheld the zoning variance when the zoning board supplied no findings of fact or conclusions of law sufficient for judicial review.
6. Whether the Mignaccas could raise for the first time in the Superior Court an argument that keeping the horse was an accessory use requiring no variance.

HOLDINGS

1. Covenant 8 unambiguously prohibited the Mignaccas from keeping a miniature horse and maintaining a structure to house it on their Ridgewood Estates property.
2. The Mignaccas failed to establish waiver, estoppel, laches, or selective enforcement sufficient to bar the association's enforcement of covenant 8.
3. A party seeking to enforce a restrictive covenant need not establish monetary damages or individualized hardship to obtain injunctive relief.
4. The Superior Court exceeded its limited authority by conducting a view, obtaining an ordinance sua sponte, and relying on evidence from the consolidated covenant case in deciding the zoning appeal.
5. The zoning-board decision could not be sustained because the board supplied no findings of fact or conclusions of law sufficient to permit judicial review; the matter had to be remanded for an adequate record.
6. A zoning ordinance cannot destroy the force and effect of a restrictive covenant; the restrictive covenant would control even if the zoning code permitted the horse.
7. The Supreme Court would not consider the argument that keeping the horse was an accessory use because the argument was not properly presented to the zoning board.

KEY QUOTATIONS

“Can David and Kathy Mignacca (Mignaccas), two of the defendants in this case, keep their miniature horse on their residential property in the Ridgewood Estates subdivision in the City of Cranston? We answer in the negative.” (969)

*“We will not * * * seek ambiguity where none exists but rather we will effectuate the purposes for which the restriction was established.” (972)*

“Establishing that the Mignaccas violated covenant 8 was sufficient for a court to provide the injunctive relief sought by the association.” (975)

“A zoning ordinance cannot destroy the force and effect of a restrictive covenant.” (976)

“The court may affirm the decision of the zoning board of review or remand the case for further proceedings, or may reverse or modify the decision if substantial rights of the appellant have been prejudiced.” (977)

FACTUAL BACKGROUND

David and Kathy Mignacca owned four acres consisting of two adjoining lots in the Ridgewood Estates subdivision in Cranston, Rhode Island. They kept a miniature horse purchased in connection with their son's therapeutic needs and sought a zoning variance to keep the horse and construct a ten-by-twelve-foot stable. The subdivision declaration prohibited animals, livestock, or poultry of any kind, except for two dogs and/or two cats, and also prohibited structures for keeping animals. The homeowners association sought to enforce the covenant and challenged the zoning variance.

PROCEDURAL HISTORY

The Cranston Zoning Board of Review granted the Mignaccas a variance allowing them to keep a miniature horse and construct a stable on their four-acre property, despite the zoning code's ten-acre requirement for raising and keeping animals. The association appealed the zoning decision to the Superior Court and separately sought to enforce subdivision restrictive covenants. After consolidating the matters, the Superior Court denied injunctive relief, held that the livestock covenant did not bar the horse, and ruled that the variance was unnecessary under a separate city ordinance. The Supreme Court sustained the association's appeal, reversed the covenant judgment, granted certiorari, quashed the zoning judgment, and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

For the restrictive-covenant action, the Superior Court was directed to enter judgment permanently enjoining the Mignaccas from keeping a miniature horse on their Ridgewood Estates property. For the zoning appeal, the certiorari petition was granted, the Superior Court judgment was quashed, and the matter was remanded for entry of judgment denying the relief granted by the zoning board. The opinion also required that any further zoning proceedings provide findings of fact and conclusions of law sufficient for judicial review.

CASES CITED

- Emma v. Silvestri, 101 R.I. 749, 751-52, 227 A.2d 480, 481 (1967)
- Gregory v. State Department of Mental Health, Retardation and Hospitals, 495 A.2d 997, 1000-01 (R.I. 1985)
- Hanley v. Misischi, 111 R.I. 233, 238, 302 A.2d 79, 82 (1973)
- Duffy v. Mollo, 121 R.I. 480, 400 A.2d 263 (1979)
- Liberty Mutual Insurance Co. v. Harbor Insurance Co., 603 A.2d 300, 302 (R.I. 1992)
- Circle Square Co. v. Atlantis Development Co., 267 S.C. 618, 230 S.E.2d 704, 708 (1976)
- Kalenka v. Taylor, 896 P.2d 222, 226 (Alaska 1995)
- B.B.P. Corp. v. Carroll, 760 P.2d 519, 523-24 (Alaska 1988)
- Snow v. Van Dam, 291 Mass. 477, 197 N.E. 224, 229 (1935)
- Crimmins v. Simonds, 636 P.2d 478, 480 (Utah 1981)
- Miller v. Bolyard, 186 W.Va. 165, 411 S.E.2d 684 (1991) (per curiam)
- Wallace v. St. Clair, 147 W.Va. 377, 127 S.E.2d 742, 756-57 (1962)
- Whyte v. Sullivan, 119 R.I. 649, 654, 382 A.2d 186, 188-89 (1978)
- Munroe v. Town of East Greenwich, 733 A.2d 703, 708 (R.I. 1999)
- Farrell v. Meadowbrook Corp., 111 R.I. 747, 750, 306 A.2d 806, 808 (1973)
- Hill v. Ogradnik, 83 R.I. 138, 143, 113 A.2d 734, 738 (1955)
- Cranston Print Works Co. v. City of Cranston, 684 A.2d 689, 691-92 (R.I. 1996)
- Eastern Scrap Services, Inc. v. Harty, 115 R.I. 260, 263, 341 A.2d 718, 719-20 (1975)
- International Depository, Inc. v. State, 603 A.2d 1119, 1122 (R.I. 1992)