

COURT OF APPEALS OF MARYLAND

Roper v. Camuso, 376 Md. 240

829 A.2d 589 (2003) · No. No. 100, Sept. Term, 2002 · Decided July 30, 2003

SUMMARY

The Maryland Court of Appeals considered whether a property owner whose deed did not expressly incorporate subdivision restrictive covenants could invoke the doctrine of implied negative reciprocal covenants to enforce those covenants against another lot owner. The court held that the lower courts erred in rejecting the owner's claims for lack of standing and remanded for further proceedings concerning whether her lot was intended to be part of the subdivision's general development scheme.

CASE DETAILS

COURT	Court of Appeals of Maryland
WRITING FOR THE COURT	Harrell, J.; Bell, C.J.; Eldridge, J.; Raker, J.; Wilner, J.; Cathell, J.; Battaglia, J.
JURISDICTION	Maryland
DECIDED	July 30, 2003
DOCKET	No. 100, Sept. Term, 2002
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Petitioner appealed from the dismissal of her counterclaims seeking declaratory and injunctive relief to enforce subdivision restrictive covenants. The Court of Special Appeals affirmed, and the Court of Appeals of Maryland granted certiorari.
STANDARD OF REVIEW	Under Maryland Rule 8-131(c), the Court reviews a nonjury judgment on the law and evidence and will not set aside factual findings unless clearly erroneous. Discretionary decisions concerning injunctive relief are reviewed for abuse of discretion.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Elise (Foley) Roper v. Suzanne Camuso

TOPICS

- covenants and restrictions
- real estate
- equitable relief
- appellate procedure
- remedies

PRACTICE AREAS

real estate

property law

equitable remedies

appellate procedure

QUESTIONS PRESENTED

1. Whether a property owner whose land is not expressly subject to restrictive covenants may invoke the doctrine of implied negative reciprocal covenants to enforce those covenants against a neighboring owner whose land is expressly subject to them.
2. What evidence is sufficient to establish that land not expressly burdened by restrictive covenants was intended to be part of the common development scheme.
3. Whether Roper's claims for declaratory and injunctive relief should be remanded for consideration of Camuso's unclean-hands defense.

HOLDINGS

1. A property owner whose land is not expressly subject to restrictive covenants may invoke the doctrine of implied negative reciprocal covenants to establish threshold standing to enforce the covenants against another grantee whose land is expressly burdened, provided the doctrine's requirements are satisfied.
2. The evidence was sufficient to establish that Spring Meadows was developed under a unified common plan and that Roper's lot was intended to be included in that plan and subject to the covenants.
3. The circuit court erred by dismissing Roper's declaratory and injunctive claims solely for lack of standing; Roper had threshold standing, and the case had to be remanded for consideration of whether the unclean-hands doctrine or other equitable principles barred relief.

KEY QUOTATIONS

“The underlying, fundamental purposes of the doctrine are not furthered by denying Ms. Roper the opportunity to avail herself of its protections.” (376 Md. at 607)

“We hold, therefore, that the doctrine of implied reciprocal covenants gives Ms. Roper threshold standing to seek enforcement of the covenants.” (376 Md. at 609)

“It is only when the plaintiff's improper conduct is the source, or part of the source, of his equitable claim, that he is to be barred because of his conduct.” (376 Md. at 610)

FACTUAL BACKGROUND

Spring Meadows was developed as a residential subdivision under recorded covenants intended to preserve open spaces, views, and related community features. Camuso's deed expressly incorporated the covenants, while Roper's deed referred generally to covenants and restrictions of record but did not have the covenants recorded concurrently with it. Roper later built a fence allegedly exceeding the covenant's height restrictions, and Camuso planted approximately sixty-five Leyland Cypress trees along the boundary. After Roper pruned branches extending over the boundary, Camuso sued for trespass; Roper sought to enforce the covenants against Camuso's trees.

PROCEDURAL HISTORY

Camuso sued Roper in the District Court of Maryland for trespass and destruction of property after Roper cut branches from Camuso's trees. The action was transferred to the Circuit Court for Montgomery County after a jury-trial request. Roper counterclaimed for malicious prosecution, declaratory relief, and injunctive relief concerning Spring Meadows restrictive covenants. The jury found for Camuso on trespass and against Roper on malicious prosecution; the circuit court dismissed Roper's declaratory and injunctive claims for lack of standing. The Court of Special Appeals affirmed, and the Court of Appeals reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the judgment of the Court of Special Appeals; direct it to reverse the circuit court's dismissal of Count II of Roper's counterclaim; and remand to the Circuit Court for Montgomery County for further proceedings, including consideration of the unclean-hands defense and other matters not inconsistent with the opinion.

CASES CITED

- Schovee v. Mikolasko, 356 Md. 93, 737 A.2d 578 (1999)
- Turner v. Brocato, 206 Md. 336, 111 A.2d 855 (1955)
- Adams v. Parater, 206 Md. 224, 111 A.2d 590 (1955)
- Scholtes v. McColgan, 184 Md. 480, 41 A.2d 479 (1945)
- McKenrick v. Savings Bank, 174 Md. 118, 197 A. 580 (1938)
- Club Manor, Inc. v. Oheb Shalom Congregation of Baltimore City, 211 Md. 465, 128 A.2d 405 (1957)
- Mikolasco v. Schovee, 124 Md. App. 66, 720 A.2d 1214 (1998)
- Urban Site Venture II Ltd. P'ship v. Levering Assocs. Ltd. P'ship, 340 Md. 223, 665 A.2d 1062 (1995)
- State Comm'n on Human Relations v. Talbot County, 370 Md. 115, 803 A.2d 527 (2002)
- Colandrea v. Wilde Lake Cmty. Ass'n, Inc., 361 Md. 371, 761 A.2d 899 (2000)
- Thomas v. Klemm, 185 Md. 136, 43 A.2d 193 (1945)
- Funger v. Mayor & Council of Somerset, 244 Md. 141, 223 A.2d 168 (1966)
- Adams v. Manown, 328 Md. 463, 615 A.2d 611 (1992)
- WinMark Ltd. P'ship v. Miles & Stockbridge, 345 Md. 614, 693 A.2d 824 (1997)
- Christ v. Department of Natural Resources, 335 Md. 427, 644 A.2d 34 (1994)
- Popham v. State Farm, 333 Md. 136, 634 A.2d 28 (1993)
- Harford Mutual v. Woodfin, 344 Md. 399, 687 A.2d 652 (1997)
- State v. Burning Tree Club, 301 Md. 9, 481 A.2d 785 (1984)
- Broadwater v. State, 303 Md. 461, 494 A.2d 934 (1985)
- Hamilton v. McAuliffe, 277 Md. 336, 353 A.2d 634 (1976)

- Bright v. Lake Linganore Ass'n, Inc., 104 Md. App. 394, 656 A.2d 377 (1995)
- Schlicht v. Wengert, 178 Md. 629, 15 A.2d 911 (1940)
- Mulligan v. Jordan, 50 N.J. Eq. 363, 24 A. 543 (1892)

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