UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 47

September Term, 2015

MARGARET FRAN SPOON

v.

DEERING WOODS CONDOMINIUM

Woodward,
Arthur,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Woodward, J.

Filed: March 17, 2017

On September 11, 2013, appellee, Deering Woods Condominium ("DWC"), filed a Complaint for Permanent Injunctive Relief in the Circuit Court for Howard County against appellant, Margaret Fran Spoon, for installing and refusing to remove a non-conforming six-panel door on the exterior of her condominium unit. Appellant then filed an answer and counter claim. Following a two-day bench trial, on February 18, 2015, the circuit court entered judgment in favor of DWC on its complaint, granting its request for injunctive relief and ordering appellant to replace her exterior door with a door that conformed to the community, and entered judgment in favor of DWC as to appellant's counter claim. The court also ordered appellant to pay $5,740 in fines and $22,478 in attorney's fees to DWC.

On appeal, appellant presents three questions for our review, which we have rephrased:[1]

> 1. Did the circuit court err in its interpretation of the restrictive covenants?

[1] Appellant's questions, as originally stated in her brief, are:

> 1. Did the trial court err by holding that a provision of the by-laws superseded a provision of the declaration when the clear and unambiguous language in those two governing documents conflict?
>
> 2. Did the trial court err by holding that a condominium's abandonment of a restrictive covenant as to one specific area of real property does not constitute waiver of enforcement rights as to other aspects of that same area?
>
> 3. Did the trial court err by holding that fines levied by a condominium for alleged non-compliance with the governing documents are not debt arising from a consumer transaction as defined in the Maryland Consumer Debt Collection Act?

> 2. Did the circuit court err in concluding that DWC did not waive by abandonment its right to enforce the restrictive covenants as to the exterior doors?
>
> 3. Did the circuit court err by holding that fines levied by a condominium for alleged non-compliance with the governing documents are not a debt arising from a consumer transaction as defined in the Maryland Consumer Debt Collection Act?

For the reasons stated below, we answer the first and second questions in the negative. Doing so, as we shall explain, causes appellant's claim of error in the third question to fail. Accordingly, we affirm the judgment of the circuit court.

BACKGROUND

DWC is a condominium community located in Columbia, Maryland and is composed of 240 condominium units. DWC was created by the recordation of a Master Deed ("Deed") and Bylaws in the Land Records for Howard County in 1974.[2]

Appellant has owned a unit and been a resident of DWC since February 1992. In October 2010, appellant entered into a contract for the purchase and installation of a six-panel exterior door for her unit. She did not submit an application to DWC for approval of such door. In December 2010, the six-panel exterior door, which was the same color as her then-current flat door, was installed at appellant's unit.

Prior to the installation of appellant's door, the owners of one of appellant's neighboring units decided to replace their exterior door. On November 17, 2010, appellant's neighbors submitted an application to DWC, requesting approval to replace

[2] The Bylaws were most recently amended in 1996 and were recorded in the land records.

their current door with the "same type metal fire safety door, hardware and peephole same color as exists on all condo doors." The exterior doors of all of the units located in DWC were flat doors of the same color. DWC approved the neighbors' application. The neighbors' door was installed in early December 2010, three weeks prior to the installation of appellant's door. The neighbor's door, however, was a six-panel door, which was different from what was stated in their application and from the other exterior doors at DWC. On February 21, 2011, DWC sent a notice of non-compliance to appellant's neighbors, and they thereafter replaced the six-panel exterior door with a flat door.

In early 2011, DWC became aware that appellant had installed a non-conforming six-panel exterior door without submitting an application for approval and obtaining such approval. DWC sent a notice to appellant on February 23, 2011, advising her that "[t]he following violation(s) exist(s): Installation of a six-panel exterior door which was not approved by the Architectural Committee. Application needs to be filled out and returned within 15 days." (Bold emphasis omitted). When appellant failed to comply by March 4, 2011, DWC sent a second notice to appellant on April 20, 2011, which included the same language as contained in the first notice. When appellant failed to comply with the second notice, DWC directed its management company, American Community Management ("ACM"), to send a third notice on July 5, 2011, to appellant informing her of the violation. This notice also advised appellant of the hearing DWC would hold on July 19, 2011, regarding her violation and the potential imposition of fines.

Appellant attended the hearing on July 19, 2011. Appellant told DWC that she preferred her new door and wanted to keep it. DWC informed appellant that she had not

submitted an application for approval, and moreover, that the door could not be approved, because it was not in compliance with the rest of the community. When appellant advised DWC that she would replace her exterior door within sixty days, DWC informed her that it would give her ninety days to replace her door with a compliant door, but if she did not replace it within ninety days, DWC would begin imposing a fine of $5 per day. ACM sent appellant a letter memorializing DWC's decision, stating that if appellant did not replace her six-panel exterior door with a conforming flat door by October 25, 2011, DWC would begin imposing a fine of $5 per day until she did.

Appellant did not replace her six-panel exterior door, and DWC began imposing a fine of $5 per day beginning on or about October 25, 2011. On March 14, 2013, DWC's counsel sent appellant a "Notice to Cease and Desist[,]" informing her that $3,080 in fines had accumulated against her, that fines would continue to accrue until she replaced her door, that she must abate the violation by replacing her exterior door, and that continued non-compliance would result in legal action. Although appellant made two payments toward the fines totalling $180, appellant did not replace her exterior door after receiving this letter.

On September 11, 2013, DWC filed a Complaint for Permanent Injunctive Relief in the circuit court alleging a breach of covenant and seeking a court order requiring appellant to replace her exterior door, allowing DWC to enter appellant's unit to replace the door if appellant failed to comply, and awarding DWC the fines imposed against appellant, costs, and attorney's fees. Appellant filed an answer and a counter claim. In her counter claim, appellant asserted claims for declaratory judgment, breach of contract, violation of the

Maryland Consumer Debt Collection Act ("MCDCA"), and "respondeat superior."

A two-day bench trial was held in circuit court on December 17, 2014, and January 29, 2015. On February 18, 2015, the court rendered an oral ruling. On February 19, 2015, the court entered an order for permanent injunctive relief in favor of DWC and ordered appellant to pay $5,740 in fines and $22,478 in attorney's fees to DWC.[3] The court also entered judgment in favor of DWC as to appellant's counter claim. On March 12, 2015, appellant noted this timely appeal. Additional facts will be included as necessary to our discussion of the questions raised in the instant appeal.

STANDARD OF REVIEW

Our review of this case is governed by Maryland Rule 8-131(c): "When an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous." "If there is any competent and material evidence to support the factual findings of the trial court, those findings cannot be held to be clearly erroneous." *L.W. Wolfe Enters., Inc. v. Md. Nat'l Golf, L.P.*, 165 Md. App. 339, 343 (2005) (internal quotation marks and citation omitted), *cert. denied*, 391 Md. 579 (2006). "When we consider conclusions of law, our review is more expansive. We do not accord any deference to [p]ure conclusions of law. Instead, we must determine whether the trial court was legally correct." *Garcia v. Foulger Pratt Dev., Inc.*, 155 Md. App. 634, 655 (2003) (alteration in original) (internal quotation marks and citations omitted); *see also Kunda v.*

[3] The court noted that the amount awarded for the fines represented a fine of $5 per day imposed from October 25, 2011, to December 17, 2014, the first day of trial.

Morse, 229 Md. App. 295, 303 (2016) ("We will review the trial court's application of law to facts *de novo*.").

DISCUSSION

I. The Restrictive Covenants

Section 10(b) of the Deed states, in pertinent part:

> **No changes shall be made in any unit or the area included in any unit if such change results in a change in the exterior appearance of the building** in which that unit is located, **unless the Owner of that unit shall have obtained the written approval of the Board** of Directors of the Condominium . . . .

(Emphasis added).

Article VIII, Section 1 of the Bylaws provides:

> A Unit Owner shall not make any changes or alterations within the Owner's Unit which would alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, or which would materially increase the cost of operating or insuring the Condominium, or impair any easement, **nor shall a Unit Owner change the exterior of the Unit in any manner whatsoever**, combine or join two or more Units, **or remove or alter any window or exterior door of any Unit until the complete plans and specifications**, showing location, nature, shape, change, and any other information specified by the Board or the designated committee **has been submitted to and approved in writing by the Board** or designated committee . . . .

(Emphasis added).

Appellant testified that her unit is located on the top floor of a building within DWC. Appellant stated that a person could not see her exterior door from the parking lot, because "[i]t's inside a stairwell and the glass on the outside of the stairwell is tinted. There is no way you can see my door, unless you walk directly up to it." Appellant also testified that

her door could not be seen from the courtyard or from the front of her building. In her closing argument, appellant argued that there was a conflict between the above provisions in the Deed and the Bylaws and that thus she was bound only by the Deed. Appellant further argued that, because her new door could not be seen from outside the building, the door was only a change to the exterior of her unit, not a change to the exterior appearance of the building.[4] Appellant concluded that, because the Deed controlled only the exterior appearance of the building and the door did not make a change to the exterior appearance of the building, she was not required to seek approval for the door.

[4] The trial court questioned appellant's argument asking,

> I mean, I understand your position, that you have to go to where her door is to actually see it. I appreciate that. And maybe that's true with her particular unit, but that's probably not true with all of the units, I don't know. But, exterior, I think, is being used as exterior as to the outside and the stairwells areas are part of the outside; aren't they?

Appellant responded: "The stairwells are part of the general common elements, but you can't see through the stairwells to her door. So, when this says the exterior of the building, it's talking about the entire building . . . ." The court then stated:

> You're arguing that, I was thinking it means the exterior of the building, whatever part of the building you're talking about, as long as it's the exterior. And if you're going up the stairs -- as I understand it, **these stairs are open air** -- well, I mean, they're not wide open, but **they're not enclosed, you don't open a door and go inside a building and go up climate controlled stairs, or even non climate controlled stairs. These are stairs that are part of the outside part of the building. And then you go and there's the door, it's part of the outside part of the building. You may not be able to see it until you get up there, but it's still part of the outside part of the building, isn't it?**

(Emphasis added).

During its oral ruling, the trial court made a factual finding that appellant's exterior door, which is accessed from the stairwell, is part of the exterior of the building. The court stated:

> **The Court finds no conflict exists and that [appellant's] door is part of the exterior of the building that's considered by the master deed and subject to the covenant as expressly provided [in] the bylaws.** For example, the rear of [appellant's] building is not subject to being seen by a person at the locations relied on by [appellant] but the outside wall is clearly part of the exterior of the building. More importantly, the stairwell of the building may be a common space but there's no evidence that the stairwell is an interior part of the building.
>
> **The tinted glass provides the person using the stairwell to the top two units some protection from wind and/or rain at that elevated location but there's no evidence that the space is intended to function as the inside of a building.** The Court assumes that there is electricity for the purpose of maintaining lights for safety purposes in the stairwell but **there's no evidence that there is water or climate control in the stairwell.** Further, to accept [appellant's] analysis would create a question of which of the 240 doors qualifies as part of the exterior building. The covenants must be clear and to apply to [appellant's] interpretation would make the application of the covenant to exterior doors a confusing case-by-case determination.

(Emphasis added).

On appeal, appellant contends that the trial court erred when it determined that a "provision of the By[ ]laws superseded a provision of the [Deed]" and that the language of the governing documents were in conflict. Appellant argues that, because the Bylaws and Deed are in conflict, she is only obligated to follow the Deed, which requires approval for a change in the exterior appearance of the building. Because, according to appellant, her exterior door cannot be seen from outside of the building, the door cannot change the

exterior appearance of the building, and thus she was not required to obtain DWC's approval for the door. Lastly, appellant argues that, if this Court determines that there exists an ambiguity in the governing documents, the restrictive covenants relied upon by DWC should be strictly construed, and any ambiguity should be resolved in appellant's favor.

DWC responds that the trial court correctly found that appellant violated the provisions of both the Deed and the Bylaws when she replaced her exterior door without permission. DWC contends that the language in the Deed and Bylaws is not in conflict and that the replacement of the exterior door by appellant was a change in the exterior appearance of the building as well as a change to the exterior of the unit.

"[T]he court should be governed by the intention of the parties as it appears or is implied from the instrument itself." *400 N. Frederick Rd., LLC v. Burlington Coat Factory of Md., LLC*, 419 Md. 413, 446 (2011) (internal quotation marks and citation omitted). "[I]f the language of the covenant is unambiguous," however, "it is the only source to which we look, except to confirm the plain meaning of the covenant." *Dumbarton Improvement Ass'n, Inc. v. Druid Ridge Cemetery Co.*, 434 Md. 37, 53 (2013). Where "an ambiguity is present, and [ ] that ambiguity is not clearly resolved by resort to extrinsic evidence, the general rule in favor of the unrestricted use of property will prevail and the ambiguity in a restriction will be resolved against the party seeking its enforcement." *Burlington Coat*, 419 Md. at 446 (internal quotation marks and citation omitted).

We conclude that the provisions of the Deed and Bylaws at issue in the instant appeal are not in conflict or ambiguous; rather they are complimentary. The Deed provides

that "[n]o changes shall be made in any unit . . . if such change results in a change in the exterior appearance of the building[,]" without the prior written approval of the Board; the Bylaws state that "nor shall a Unit Owner change the exterior of the Unit in any manner whatsoever," including the removal or alteration of "any . . . exterior door of any Unit[,]" without the prior written approval of the Board. We fail to see how a change in a unit that causes a change in the exterior appearance of the building conflicts with a change in the exterior of a unit. In certain circumstances, the concepts overlap; in others, they stand separate and apart. We also fail to see any ambiguity in the subject language of the Deed and the Bylaws. The concepts expressed are clear and understandable to a reasonable person.

In the instant case, the trial court found that appellant's exterior door "[was] part of the exterior of the building[,]" and thus any non-conforming door would change the exterior appearance of the building and require prior written approval of the Board. The record amply supports such finding, because, as the court observed, there was no evidence that the stairwell was intended to, or did in fact, function as an interior part of the building. The court also properly rejected appellant's argument that "[t]he inability to see [her door through] the [tinted] glass . . . requires that the Court conclude that her door is not part of the exterior of the building." Indeed, the court reasoned that appellant's definition would lead to an absurd result: "For example, the rear of [appellant's] building is not subject to being seen by a person at the locations relied on by [appellant] but the outside wall is clearly part of the exterior of the building."

Even if the trial court was clearly erroneous in finding that appellant's exterior door

was a part of the exterior of the building, the Bylaws expressly provide that the removal or alteration of the exterior door to any unit requires prior written approval by the Board. Consequently, appellant's removal of her exterior flat door and installation of a new exterior six-panel door required the prior written approval of the Board.

In sum, the replacement of the exterior door by appellant to her unit was a change in the exterior appearance of the building within the meaning of Section 10(b) of the Deed, and a change to the exterior of the unit within the meaning of Article VIII, Section 1 of the Bylaws. Accordingly, the trial court did not err in determining that there was no conflict in the above provisions of the Deed and Bylaws and concluding that appellant was required by those provisions to obtain written approval from the Board prior to the installation of her new exterior door.

II. Abandonment of the Restrictive Covenants

In its oral ruling, the trial court addressed appellant's argument that DWC waived its right to enforce the restrictive covenants by abandonment because it allowed other units' exterior doors to appear different without initiating prosecution:

> The only hardware differences the Court noticed were the door knockers. The Court found that the 30 of the 249 knockers shown in the photographs were different than the most prevalent knocker. Further, the vast majority of the 30 knockers were extremely similar in appearance as the most prevalent knocker. . . . The Court notes that 30 knockers represent only 12.5 percent of the 240 doors.
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> The Court also notes that there was never a claim by [DWC] that [appellant's] knocker was in violation. . . . The issue of the knockers was not litigated. And perhaps the reason why there are 30 different ones on doors is as simple as that the owners have been unable to find precise replacement knockers when replacing their

> doors which can be inferred from the defendant and her neighbor's knockers.
>
> **The Court finds that the presence of different knockers on 12.5 percent of the doors does not establish abandonment that would permit the installation of something other than a flat door.**
>
> The next argument as to the appearance of the doors has to do with the color of the doors and the presence on some doors of leftover apparatus from the storm door. First, the Court believes that [appellant] has failed to prove that any difference in color is the result of anything other than normal wear and tear, weather or other maintenance issues as opposed to the voluntary decision of an owner to make the color of his or her door different from the standard door. . . . **[Appellant] has failed to establish abandonment due to the colors of the exterior doors.**

(Emphasis added).

Next, the trial court addressed appellant's argument that DWC waived its right to enforce the restrictive covenants by abandonment as to exterior doors because it failed to enforce the covenants as to storm doors:[5]

> The last argument put forth by [appellant] in favor of the abandonment is the storm doors. . . . [Appellant] has taken a position that the storm doors and the flat doors are both exterior doors, both are to be treated the same and the resulting lack of uniformity in the screen doors and the storm doors demonstrates abandonment. [Appellant] points to the storm doors having different structural designs meaning some panels in the middle, some panels on the bottom, some difference in size of panels, et cetera. The fact that some have screens and some have windows. . . . All of that is evidence of lack uniformity.
>
> [DWC] takes the position that storm doors are exterior doors and therefore subject to approval but that aside from requiring a request to install to be submitted in writing and requiring a specific color, meaning bronze or brown, [DWC] is permitted to and does view the

[5] Like the circuit court, we will refer to storm doors and screen doors interchangeably.

storm doors differently than the flat doors.

> **The Court finds that the storm doors are exterior doors but that's permissible for [DWC] to attach different policies to the storm doors.** . . . First, while every unit must have a primary exterior door which [DWC] has required to be flat, in a certain color, not every unit has to have and not every unit has a storm door. In fact, less than one-half of the unit owners have chosen not to have a -- in fact, less than one-half of the unit owners have chosen to have a storm door.
>
> Secondly, the flat primary door required by [DWC] is a universal model that's not dependent on a particular manufacturer or vender or will not change with the times. . . . The Court, as the fact finder, in it[ ]s experience is not familiar with a basic storm door design. . . . While there is no universal model to require, [DWC] does control those features that are subject to control, those being the color . . . .
>
> **The Court finds that the appearances of the 116 storm doors does not constitute abandonment.** The Court has ruled against [appellant's] argument that [DWC] has waived the applicable covenant through abandonment and therefore the Court is not obligated to address the non-waiver issue.

(Emphasis added).

On appeal, appellant contends that the trial court erred by finding that DWC did not waive enforcement of the restrictive covenants by abandonment. Specifically, appellant argues that, because DWC permitted nearly half the units to have storm doors of varying designs, it waived its right to enforce the covenants as to appellant's exterior door. Moreover, because of the non-uniform appearance of the storm doors, appellant argues that DWC's interest in a uniform and aesthetic appearance "[h]as [a]lready [b]een [a]bandoned [a]nd [e]nforcement [o]f [t]he [r]estrictions [a]gainst [a]ppellant [s]erves [n]o [l]egitimate

[p]urpose."[6]

DWC responds that the trial court correctly ruled that DWC did not abandon and/or waive its right to enforce the restrictive covenants. DWC cites to the numerous non-waiver clauses in the Deed and Bylaws and asserts that, even if it failed previously to enforce the restrictive covenants, it could still enforce it as to appellant. DWC further argues that appellant provided no evidence to show that DWC had an intent to waive both the restrictive covenants and the non-waiver clauses. Indeed, DWC contends that it cannot be found to have abandoned the restrictive covenants, because it initiated enforcement proceedings against another unit for a similar violation at the same time as appellant. DWC also asserts that appellant's reliance on the varying designs of storm doors to support her defense of waiver is without merit because storm doors and exterior doors are different things. As a result, according to DWC, even if DWC waived its right to enforce the restrictive covenants as to storm doors, it did not waive it as to exterior doors.

The Court of Appeals has held: "Maryland appellate courts have long recognized the equitable defense of waiver in restrictive covenant cases." *City of Bowie v. Mie Props., Inc.*, 398 Md. 657, 697 (2007). When a restrictive covenant exists, "waiver deems unenforceable a covenant because some word or act of the [party enforcing the covenant] communicated to the [party burdened by the covenant] that the covenant would not be enforced." *Shader v. Hampton Improvement Ass'n, Inc.*, 443 Md. 148, 171 (2015) (internal

[6] Appellant lastly argues that DWC has singled her out for special prosecution, which ought not be permitted. As set forth in the Background section of this opinion, DWC did not single out appellant for prosecution, because DWC enforced the same covenants against the owners of a neighboring unit simultaneously.

quotation marks and citation omitted). The party asserting the defense of waiver bears the burden of proof and must demonstrate its occurrence in one of two ways: "(1) waiver by acquiescence, which involves a covenantee abiding the violative actions of the covenantor defendant,[7] and (2) waiver by abandonment, which entails the covenantee abiding the violative actions of others besides the covenantor defendant which are taken as also waiving impliedly violative actions of the covenantor defendant." *Mie Props.*, 398 Md. at 698 (footnotes omitted).

In cases involving waiver by abandonment, "[a]bandonment may be explicit, *e.g.*, through a written statement abandoning claim to benefit of the promise[,] . . . [or] may also be implied by a court, usually by clear and convincing evidence, from actions that the court reads to show a definite, specific intent to abandon the covenant." *Shader*, 443 Md. at 172 (internal quotation marks and citation omitted). "The question of whether waiver has occurred is a question of fact, which is reviewed for clear error." *Mie Props.*, 398 Md. at 699 (citations omitted).

In the instant case, the trial court found that DWC did not waive the restrictive covenants by abandonment as to the exterior doors, specifically, the requirement of flat doors. The court found that the only differences between units' exterior doors were door knockers where 30 of the 249 knockers, or 12.5 percent of door knockers, were different than the most prevalent knocker. The court concluded that this did not establish abandonment that would permit the installation of something other than a flat door. Next,

[7] In this case, the covenantee would be DWC, and the convenantor would be appellant.

the court addressed appellant's argument that the appearance of the exterior doors was different from the standard door. The court concluded that appellant failed to establish abandonment due to the colors of the exterior doors, because any difference in colors did not result from "anything other than normal wear and tear, weathering or other maintenance issues." We hold that the trial court did not err in finding that the presence of varying door knockers or a difference in color did not constitute waiver by abandonment.

The trial court also found that DWC did not waive its right to enforce the restrictive covenants as to flat exterior doors by permitting varying designs of storm doors. The court found that, although storm doors are "exterior doors" under the Deed and Bylaws, DWC is permitted to attach different policies to storm doors. The court then noted general differences between storm doors and exterior doors by stating that every unit must have a primary exterior door, which DWC required to be flat, whereas storm doors are not required for each unit, and in fact, less than half the units have one. Further, according to the court, the flat exterior doors required by DWC are a universal model, while storm doors vary based on the manufacturer. DWC controls those features of storm doors that are subject to its control, such as color. The court concluded that the appearance of the 116 storm doors did not constitute waiver by abandonment. We see no clear error in the trial court's finding that the presence of varying storm door designs did not constitute waiver by abandonment.

Finally, as indicated earlier in this opinion, DWC enforced the same restrictive covenants against a neighboring unit's non-conforming six-panel exterior door located in

appellant's building. Accordingly, the trial court did not err when it found that DWC did not waive by abandonment its right to enforce the restrictive covenants as to exterior doors.

DWC directs our attention to three non-waiver clauses present in DWC's governing documents. These include: Section 14 of the Deed ("No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur."); Article VII, Section 2(e) of the Bylaws ("The failure of the Council to enforce a provision of the [Maryland Condominium] Act, the Master Deed, these Bylaws, or the rules and regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion."); and Article XIV, Section 8 of the Bylaws ("No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure by the Board or the Unit Owners to enforce them.")

The Court of Appeals has held that "a party may waive, by its actions or statements, a condition precedent in a contract, even when that contract has a non-waiver clause." *Hovnanian Land Inv. Grp., LLC v. Annapolis Towne Ctr. at Parole, LLC*, 421 Md. 94, 121-22 (2011). When there is a non-waiver clause, the party asserting the defense of "waiver must show an intent to waive both the contract provision at issue **and** the non-waiver clause." *Id.* at 123 (emphasis added). "The waiver of the non-waiver clause need not be explicit and independent from the underlying waiver; rather, waiver of that clause may be implied from the very actions which imply waiver of the condition precedent." *Id.* at 125.

Because the trial court found that DWC did not waive the restrictive covenants as to exterior doors by abandonment, and we have concluded that such finding is not clearly

erroneous, it follows that DWC did not waive, explicitly or implicitly, the non-waiver clauses in its governing documents. Accordingly, the trial court's ruling on the issue of waiver by abandonment will be upheld.

III. The Maryland Consumer Debt Collection Act

Appellant contends that DWC and its agents, ACM and counsel, violated the MCDCA because the fines imposed by DWC are a "debt" under the MCDCA, and DWC claimed or threatened to enforce a right to that debt with knowledge that the right did not exist. *See* Md. Code (1975, 2013 Repl. Vol.), § 14-202(8) of the Commercial Law Article ("CL") (stating a debt collector may not "[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist"). According to appellant, "if said fines were determined to be wrongfully charged to her, the actions of [DWC] would constitute a violation of [ ] subpart (8) of the MCDCA." As explained under Sections I and II, however, DWC did have the right to enforce the restrictive covenants regarding appellant's exterior door, and impose fines on appellant for her failure to abide by those covenants. Because appellant's argument that DWC violated the MCDCA is premised on a condition that we have determined does not exist, appellant's claim of error under the MCDCA must fail.

JUDGMENT OF THE CIRCUIT COURT FOR HOWARD COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.