Circuit Court for Queen Anne's County
Case No. C-17-CV-20-000147

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 472

September Term, 2023

PINEY NARROWS YACHT HAVEN CONDOMINIUM ASSOCIATION, INC.

v.

WALTER CORSON

Wells, C.J.,
Tang,
Ausby, Kendra Y.,
(Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: March 5, 2024

This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

Piney Narrows Yacht Haven Condominium Marina (the "Marina") is a commercial condominium for boat dockage and light marine operations, administered by the Piney Narrows Yacht Haven Condominium Association, Inc. (the "Association"). Walter Corson is a unit owner in the condominium regime, owning a lift well adjacent to a concrete pad (characterized as a "wash pad" by Corson) and four slip units. Corson is also owner of Kent Narrows Yacht Yard, Inc. ("KNYY"), a marine service business. This case primarily concerns Corson's use of the concrete pad to pressure wash boats in connection with KNYY's business, as well as disputes arising from repairs conducted to the Marina bulkhead.

Corson filed suit against the Association in the Circuit Court for Queen Anne's County, Maryland, seeking declaratory judgment—particularly, a declaration of his right to continue his pressure washing activities—in addition to a quiet title action for an easement over the concrete pad, compensation for damages to his condominium unit from the bulkhead repair, and for damages to his and KNYY's prospective business. The Association filed counterclaims for breach of contract and declaratory judgment, generally seeking to enjoin Corson's boat washing operations and to recover certain repair expenses it alleged Corson owed. Both parties sought costs, expenses, and attorney's fees.

Corson voluntarily dismissed two counts against the Association, and the circuit court granted leave to dismiss without prejudice. Upon consideration of cross-motions for summary judgment and following a two-day bench trial, the circuit court granted several declarations sought by Corson, as well as his claim for costs and attorney's fees. The court

denied Corson's claim for compensatory damages due to the bulkhead repair and a prescriptive easement. It also found in Corson's favor as to all of the Association's claimed relief.

Both parties timely filed notices of appeal, seeking our review of several points of alleged error by the circuit court. Upon consideration of the arguments presented, we hold:

1) Whether the circuit court erred by granting Corson's motion to dismiss two counts against the Association without prejudice is moot because Corson is barred from relitigating them by *res judicata*;
2) The circuit court did not err in finding that the concrete pad was a general common element of the Marina's condominium regime;
3) The business judgment rule did not require the circuit court to defer to the Association's interpretation of a no-nuisance clause in its governing documents; and
4) The circuit court did not adequately explain its reasoning for its award of costs, expenses, and attorney's fees, and we remand to the circuit court for a fuller explanation of the basis of award.

FACTUAL AND PROCEDURAL BACKGROUND

The Association was established as a commercial condominium association administering the Marina in 1980. Walter Corson has owned several units in the Marina since 1999, including four bulkhead slip units and a lift well accommodating a gantry crane known as a "Travelift." The Marina underwent planned repairs in or around 2019. Prior to

construction commencing, Corson testified at trial, he and the Association agreed that he would bear half of the costs of repairs to the concrete pad. During the repairs, however, a contractor removed and cut wooden timbers used as treads on Corson's lift well; Corson alleged that this was done to make space to drop in PVC bulkhead materials. The contractor then installed steel beams to connect the lift well to the bulkhead.

On June 28, 2019, the Association sought to collect $11,185.00 from Corson, fifty percent of the total cost of repairs (including the steel beams) to the lift well. Corson objected to the invoice, alleging that the work was done over his objection and without his prior written approval, as required by the terms of the Second Amended and Restated Declaration of Condominium of Piney Narrows Yacht Haven A Condominium Marina (the "Declaration").

On November 20, 2019, counsel for the Association sent a letter purporting to withhold permission from Corson and KNYY to use the concrete pad for boat washing, suggesting that it was a nuisance. On May 29, 2020, the Association stated that it would close the common area landward of the lift well to Corson's use unless he submitted a current engineering survey for the lift well, annual travel-lift operator certification, and current certification listing the Marina as additional insured.

In response, Corson and KNYY filed suit in the Circuit Court for Queen Anne's County, Maryland, seeking a declaratory judgment that, among other things, the concrete pad was a general common element of the Marina for which Corson was not obligated to bear extraordinary expenses; negligence and breach of contract by the Association and its

agents in the conduct of the bulkhead repair; tortious interference with prospective advantage by the Association, Richard Sheffield, and Harold Bowie[1] for seeking to prevent KNYY's boat washing business; quiet title for an easement over the concrete pad; and a claim for court costs attorney's fees. Corson alleged that the terms of the Declaration provides that the concrete pad is a "general common element," the costs of which are to be borne as a "general common expense" by all unit owners according to their percentage of interest in the Marina. He argued that, under the terms of the Declaration and the Association's bylaws, the Association did not have the right to prevent his use of the concrete pad for boat washing operations. He further alleged that the Association's contractor cutting the lift well treads created a safety hazard that Corson would be required to cure at his expense, and that deficient work on the concrete pad decreased its normal useful life. The Association filed a motion to dismiss on September 21, 2020; in response, Corson filed a First Amended Complaint on October 2.

The Association filed its counterclaim on November 18, 2020. It alleged that Corson had failed to properly maintain his units, meet his obligation to pay for repair assessments, adhere to use restrictions, and had engaged in activities that constituted a nuisance and impacted the Marina's insurance costs. It brought suit on grounds of breach of contract, sought declaratory judgment that the concrete pad was a limited common element, that

[1] Sheffield and Bowie are members of the Association's Board of Directors. They also own one or more units (boat slips) in the marina.

Corson's boat washing was not an allowable use of Corson's units, and claimed costs and attorney's fees.

On December 29, Corson filed a Second Amended Complaint, abandoning his claims against Sheffield and Bowie and his claims against the Association for negligence and tortious interference with prospective advantage. The Second Amended Complaint also dismissed KNYY as co-plaintiff. Corson moved for the circuit court's leave to dismiss his abandoned claims without prejudice on December 30, which the circuit court granted on January 5, 2021.

On January 7, 2021, the Association filed a Motion to Set Aside Improvidently Entered Order Dismissing Parties Without Prejudice. The Association argued that the claims could not have been dismissed without its stipulation pursuant to Maryland Rule 2-506, and that it would potentially be prejudiced by denying the Association its right to due process and by allowing Corson to relitigate the dismissed claims. The circuit court denied the motion on January 25.

On May 10, 2021, the circuit court heard oral arguments on the parties' cross-motions for summary judgment. In an order and opinion entered on July 2, 2021, the court granted summary judgment with respect to several of Corson's claims for declaratory judgment. Significant to this appeal, the court granted Corson's plea for a declaration that the concrete pad is a general common element of the Marina, reasoning that neither the Declaration nor the condominium plats reserved the pad for Corson's exclusive use. Also, the circuit court granted Corson's sought declaration that the Association violated the

Declaration by failing to seek Corson's written approval before cutting the treads of the lift well. The court therefore also granted summary judgment in Corson's favor with respect to the Association's counterclaim for repair assessments related to replacement of the concrete pad, as well as denying the Association's claim for compensation of increased insurance costs related to Corson's boat washing operations. However, the circuit court granted the Association's motion for summary judgment as to Corson's claim for a prescriptive easement.

The circuit court held a bench trial on the remaining issues on February 15 and 16, 2022. The circuit court issued its order and opinion on May 18, granting declaratory judgment to Corson that pressure washing was an entitled use of the common area (and denying the Association's claimed declaration); denying monetary damages to Corson for damages related to repair of the bulkhead; and granting Corson's plea for costs, expenses, and attorney's fees. The circuit court heard Corson's motion for costs and fees on April 20, 2023, awarding $118,531.55 of Corson's claimed $177,815.12 of attorney's fees and expenses. The court issued its Final Order of Judgment on May 3, 2023, incorporating the grant of summary judgment into its final judgment. The Association's appeal and Corson's cross-appeal timely followed.

We will supply additional facts as necessary to support our analysis.

DISCUSSION

I. Whether The Circuit Court Erred In Granting Voluntary Dismissal Of Corson's Claims Is Moot.

A. Parties' Contentions

The Association argues that the circuit court erred by granting Corson's motion to voluntarily dismiss counts of negligence and tortious interference without prejudice. The Association contends that the circuit court committed a procedural error—that it did not have a full opportunity to be heard on the character of the dismissal, which, it argues ought to have been dismissed with prejudice. The Association also points to a substantive error in the circuit court's grant of dismissal—mainly, that it faces prejudice from the possibility that Corson will seek to relitigate the dismissed claims against it.

Corson responds that the Association had adequate opportunity to respond, since the circuit court considered its motion for reconsideration filed after the circuit court's order to dismiss, and therefore any procedural error is harmless.

B. Standard Of Review

The decision of whether to grant a voluntary dismissal with or without prejudice for a claim in the circuit court is in the court's sound discretion; "the trial judge's decision under Maryland Rule 2-506(b) will not be overturned on appeal absent a showing that the judge abused that discretion." *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. 405, 418 (2007).

C. Analysis

We first note that the Association cannot seek any remedies for dismissal of the claims against other defendants. The Association was not a party to those cases, which

were merely joined with Corson's claims against it, and therefore it has no standing to appeal any error in the circuit court's grant of voluntary dismissal with respect to those defendants. Neither can it seek determination of whether granting voluntary dismissal of KNYY's claims was proper, because it is not a party to this appeal.

We therefore approach the Association's argument that circuit court erred by granting Corson's voluntary dismissal of his causes of action against the Association without prejudice. Essentially, the Association contends that this was a violation of Maryland Rule 2-311(b), which would have granted it fifteen days to respond to the motion for voluntary dismissal, and that the court abused its discretion by granting the dismissal without prejudice in any case.

However, even if we concluded that the Association was correct and that a dismissal with prejudice was appropriate, it is unnecessary to reconsider the character of the dismissal at this juncture. These claims arose from the same transaction or occurrence as the claims that proceeded to trial, so Corson is precluded from pursuing them by operation of *res judicata*. The doctrine of *res judicata* applies where:

> (1) the parties are the same as, or in privity with, the parties to the earlier dispute;
> (2) the cause of action presented is identical to the one determined in the prior adjudication; and,
> (3) there was a final judgment on the merits in the initial action.

See Poteet v. Sauter, 136 Md. App. 383, 411 (2001) (cleaned up). A cause of action is "identical" for the purpose of res judicata if it "could have or should have been raised in the previous litigation." *R & D 2001, LLC v. Rice*, 402 Md. 648, 663 (2008). Here, Corson

could have joined his claims against the Association for negligence and tortious interference with prospective advantage—and initially did. Having proceeded to final judgment on the merits with respect to his claims arising from the transaction, all three elements of *res judicata* are met, and he is now estopped from relitigating the matter.

A voluntary dismissal with prejudice is simply another type of judgment that operates as a conclusive bar to further action on the same claim. *See Bryan v. State Farm Mut. Auto. Ins. Co.*, 205 Md. App. 587, 603 (2012). Therefore, the Association already has the substance of what it seeks: Corson is now barred from bringing the claims that were voluntarily dismissed. "If, at the time a question is before the Court, there is no longer any effective remedy that can be provided, the question is moot." *Sizemore v. Town of Chesapeake Beach*, 225 Md. App. 631, 666 (2015) (citing *Attorney Gen. v. Anne Arundel Cnty. Sch. Bus Contractors Ass'n, Inc.*, 286 Md. 324, 327 (1979). We cannot award the Association a remedy that it already possesses. Thus, we need not further consider whether the circuit court erred, and we dismiss this issue as moot.

II. The Circuit Court Did Not Err In Finding That The Wash Pad Was A Common Element.

A. Parties' Contentions

The Association argues that the circuit court erred in granting summary judgment to Corson and declaring that the concrete pad was a general common element of the Marina. It argues that, by the terms of the Declaration of Condominium, limited common elements are "more particularly shown on the plats"; because the concrete pad is shown on the plats, the Association claims, it is a limited common element. The Association contends, in the

alternative, that the historical conduct of the parties renders the pad a limited common element.

B. Standard Of Review

The interpretation of plats is a question of law which we review *de novo*. *See Wilkinson v. Bd. of Cnty. Commissioners of St. Mary's Cnty.*, 255 Md. App. 213, 237 (2023) (cleaned up). The historical conduct of parties, where alleged to define their rights in contract or the meaning of a deed, is a question of fact to be determined by the trier of fact. We review such factual questions for clear error, with great deference to the trial court. *See Dynacorp Ltd. v. Aramtel Ltd.*, 208 Md. App. 403 (2012) ("As a general matter, we review the circuit court's factual findings for clear error and its legal conclusions de novo." (cleaned up)); *cf. City of Bowie v. Mie Properties, Inc.*, 398 Md. 657, 699 (2007) (waiver of covenant was question of fact not to be disturbed unless factfinding clearly erroneous).

C. Analysis

Central to the Association's case before the circuit court was the argument that the concrete pad was a limited common element associated with Corson's lift well. The Second Amended Declaration, dated July 25, 2008, provides:

> Limited Common Elements shall comprise and include, without limitation, all docks, pilings, piers and finger piers, the lavatory building intended for the use of the dock or dock assigned to it; all parking areas intended for the use of a particular dock, and other such areas as shall be designated limited common elements on the plats. The limited common elements and the dock or docks to which their use is restricted are more particularly shown on the plats.

Accordingly, the Association argues to this Court that the concrete pad is a limited common element particularly shown on the plats and amended plats.

It is true that the pad is labeled on at least one plat in the record before us. However, we see nothing to indicate that it is specifically labeled *as a limited common element*; it is simply demarcated with the words "concrete slab." There is nothing on the plat that might be construed to designate it a limited common element. Were we to accept the Association's interpretation of the Declaration, we would have to find that the slab is a limited common element simply because it is labeled on a plat. That is plainly not how limited common elements are defined by the express text the Declaration, which contemplates something on the plat "designat[ing]" a feature as a limited common element. Merely appearing on the plat clearly does not satisfy that language.

The plats of the Marina do, in fact, include some designations of limited common elements. For instance, a note on Sheet No. 2 of 5 provides, in a note pointing to an area landward of the bulkhead designated "Covered Parking," "roof extending over general common element to remain with limited common element." There is no such note connected to the concrete slab. We quite simply see no word, symbol, note, or anything else on any of the plats or amended plats filed in the record before us that might be construed to designate the concrete slab a limited common element. Therefore, we find no error in the circuit court's interpretation of the plats.

The Association argues, in the alternative, that the concrete pad was rendered a limited common element by the historical conduct of the parties. The Association bears the

burden as appellant to point with specificity to why the court clearly erred in its findings of fact. *See Christian v. Maternal-Fetal Med. Assocs. of Maryland, LLC*, 459 Md. 1, 21 (2018) ("The burden of demonstrating that a court committed clear error falls upon the appealing party.").

The Association points only to Sheffield's testimony that "[t]he only reason [the pad is] concrete is because you got a 60-ton piece of equipment and it can't turn on asphalt. If the travel lift wasn't there, it would be asphalt, it would be cheap." Sheffield's testimony came in the context of offering his explanation for the purpose of the concrete pad. He testified that it was made of concrete in support of the travel lift, and that its composition had nothing to do with its use as a wash pad. The Association's argument on appeal is, as we understand it, that the pad was for Corson's particular use in connection with his ownership of the travel lift, rendering it a limited common element for which Corson would bear certain extraordinary expenses in maintaining.

The Association's argument on appeal is thus essentially a reiteration of its theory of the facts at trial. It does not point with specificity to how the circuit court erred in failing to credit Sheffield's testimony, and merely calls upon us to substitute our own judgment for the circuit court's. We decline to do so. The trial court weighed Sheffield's testimony against Corson's evidence and rejected the Association's contention that there was a historical understanding that the concrete pad was a limited common element.

In its role as finder of fact, the circuit court was best disposed to weigh competing evidence and the credibility of witnesses, and we will not disturb its conclusions of fact

where there is no indication of clear error. The Association does not point to such error. Thus, perceiving no error with the circuit court's fact-finding, we affirm as to this issue.

III. The Association Did Not Have Discretion Under The Business Judgment Rule To Determine The Definition Of "Nuisance."

A. Parties' Contentions

The Association argues that the circuit court erred in declaring that it had "no authority under [MARYLAND CODE ANN., REAL PROP. § 11-101, *et seq.*] or its governing documents to pass any subsequent rule, regulation, policy, action or determination, formal or informal, to restrict the use of the Wash Pad for the washing of boats taken from the Lift Well." In awarding declaratory judgment to Corson, the circuit court considered and rejected the Association's argument that it could enjoin Corson's boat washing under the terms of a "no-nuisance" provision of its Declaration, relying upon the common law definition of "nuisance."

The Association also argues that it is not the common law definition of "nuisance" that controls, but that "nuisance" was a defined term under the Association's Rules and Regulations.[2] Therefore, the circuit court should have deferred to its broad discretion in

[2] Corson argues that the Association waived this argument because it was not raised before the circuit court. However, the Association properly presented this argument in its Proposed Findings of Fact and Conclusions of Law filed in the circuit court on March 18, 2022, which we construe as the Association's closing argument. A party's closing argument is an appropriate point in trial to bring the court's attention to (what it argues is) controlling law. We thus do not agree with Corson's contention that the Association made this argument only after the conclusion of trial; accordingly, the Association did not waive the issue for appeal.

interpreting its own governing documents and accordingly found that it was permitted to find that Corson's conduct was a nuisance.

Corson relies upon *Schuman v. Greenbelt Homes, Inc.*, 212 Md. App. 451 (2013), in which we held that the business judgment rule does not grant a condominium association discretion to determine what constitutes a common law nuisance. Because, as Corson argued at trial, "what we're talking about is a common law private nuisance in fact[,]" he argues that the business judgment rule is inapplicable.

B. Standard Of Review

The Association argues that the circuit court erred in failing to apply controlling law. "Errors of law and purely legal questions are reviewed *de novo* and this Court affords no deference to the decision of the court below." *State v. Robertson*, 463 Md. 342, 351 (2019) (citing *Schisler v. State*, 394 Md. 519, 535 (2006)).

C. Analysis

The business judgment rule is a rule of judicial abstention, presuming that courts will not interfere with the internal decision-making of a corporate entity. *See Oliveira v. Sugarman*, 226 Md. App. 524, 542 (2016), *aff'd*, 451 Md. 208 (2017) ("the business judgment rule "is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company" (cleaned up)). It applies to condominium associations on essentially the same terms that it applies to any other business association. *See generally Cherington Condo. v. Kenney*, 254 Md. App. 261, 286–89 (2022). Here, the

Association would have it that determining what is a "nuisance" was an act of business judgment that the circuit court should not have disturbed.

First, we see nothing here to suggest that "nuisance" was defined in the Association's governing documents to mean anything other than its common law definition. The Declaration states, "No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the property by its owners." The Association's Rules and Regulations provide "No nuisances shall be permitted within the Condominium . . . . By way of example and not limitation, examples of nuisances include loud music or noise; loud and/or frequent late night parties; negligent or reckless use of the Unit or any portion of the Condominium." On their face, neither of these clauses purport to define "nuisance" or to grant the Association discretion to determine what activities meet its definition. To the extent that these are definitions, they almost entirely accord with the blackletter definition of "nuisance" under the common law of Maryland. *See, e.g.*, *Washington Suburban Sanitary Comm'n v. CAE-Link Corp.*, 330 Md. 115, 142 (1993) ("One is subject to liability for a private nuisance if, but only if, his conduct is a legal cause of an invasion of another's interest in the private use and enjoyment of land[.]" (quoting Restatement (Second) of Torts § 822)).

Second, even if we credited the Association's argument that it had sought to define "nuisance" in its governing documents, the Association's plea for relief was to enjoin an

alleged nuisance[3] and what constitutes a "nuisance" for that purpose is controlled by the common law of Maryland. Maryland courts have never held that business entities have discretion to determine the meaning of common law causes of action in the text of their governing documents. In *Schuman*, we relied upon *Sadler v. Dimensions Healthcare Corp.*, 378 Md. 509 (2003), in which our Supreme Court held that the business judgment rule cannot be invoked by a corporate entity to defend against common law and statutory causes of action in contract and tort. *Id.* at 526–32. If a business association cannot rely upon its business judgment as a shield against tort liability, it follows, as in *Schuman*, that it may not use it as a sword.

Here, as we recognized in *Schuman*, the meaning of "nuisance" in a condominium association's governing documents—and the association's interpretation of that term—is not determinative of what satisfies a nuisance under its common law definition. Corporate entities, including condominium associations, have no discretion under the business judgment to determine what satisfies a common law cause of action; the definition of "nuisance" is for the court alone to decide. The Association had no discretion to define what is a "nuisance" for the purpose of its own nuisance suit, and we thus find nothing to distinguish this case from the holding of *Schuman*.

[3] While the relief sought by the Association took the form of a claim for declaratory judgment and not a common law nuisance suit, per se, we do not find the distinction meaningful with respect to the issue before us. Here, the remedy that the Association sought—cessation of a nuisance—is the essence of a suit in equity to enjoin a nuisance.

To the extent that the circuit court considered applying the business judgment rule here, it would have erred by applying it as the Association suggests. We therefore find no error and affirm.

IV. The Circuit Court Did Not Adequately Explain Its Rationale For Granting Corson's Claimed Costs And Fees.

A. Parties' Contentions

The Association argues, *first*, that Corson failed to properly plead for costs and attorney's fees in his initial complaint. Corson's Second Amended Complaint styled his plea for relief as a separate count; because Maryland does not recognize a claim for attorney's fees as a separate cause of action, the Association argues, the circuit court erred by declining to dismiss Corson's claim. *Second*, the Association contends that the circuit court should have applied the "proportionality method" of awarding attorney's fees and allowed each party to claim fees related to the causes of action upon which they prevailed.

Corson, appellant as to this issue,[4] argues that the circuit court failed to adequately state the grounds for its disallowance of certain litigation expenses and its reduction in Corson's overall attorney's fees by 30%. In response to the Association's arguments, Corson asserts that his pleading was sufficient to comply with Maryland Rule 2-705(b), and that the circuit court's reasoning was not sufficiently articulated for it to be clear whether or not it *did* apply the proportionality method.

[4] Corson timely filed a notice of appeal. Rather than filing a separate brief as cross-appellant, Corson addressed this issue in his brief as appellee; we construe this as his opening brief for the purpose of Maryland Rule 8-502.

B. Standard Of Review

"[W]e review a court's establishment of a 'reasonable' fee under an abuse of discretion standard." *Garcia v. Foulger Pratt Dev., Inc.*, 155 Md. App. 634, 671 (2003) (citing *Rauch v. McCall*, 134 Md. App. 624, 639 (2000)).

C. Analysis

As a threshold issue, we do not credit the Association's argument that Corson's styling of his plea for costs and attorney's fees as a separate count was fatal to his claim. Considering that argument below, the circuit court held:

> I think the attorneys' fees were fairly at issue. They were fairly [pled]. Certainly, you know, the pleading—the primary requirement of pleadings is to put the other party on notice about what's coming. There's no reasonable argument to be made that [the Association] did not understand that Mr. Corson was requesting attorneys' fees; that that was part of this and that they expected, if they were the victors, to ask for that and there was a particular request for relief. And the Court also notes that the original complaint, there were attachments to the original complaint, all of which indicated that attorneys' fees were potentially part of it.

We agree. In general, "[t]he complaint must be sufficient to provide notice of the plaintiff's claims, establish the facts supporting those claims, and 'define[ ] the boundaries of the litigation.'" *1000 Friends of Maryland v. Ehrlich*, 170 Md. App. 538, 546 n.8 (2006) (quoting *Scott v. Jenkins*, 345 Md. 21, 27–28 (1997)). We find no authority, and the Association points to none, that convinces us that a formalistic plea for relief is necessary for a claim to survive dismissal. What is more, "[t]echnicality, while important, should not be elevated to an exalted status." *Holly Hall Publications, Inc. v. Cnty. Banking & Tr. Co.*, 147 Md. App. 251, 266 (2002) (courts are vested with discretion to excuse strict adherence

to rules of procedure in a "variety" of contexts). It may well be true that Corson's plea for costs and fees should technically not have been pled as a separate cause of action, but to dismiss a claim after a full and fair trial on the merits, simply because of its placement in the wrong paragraph of the initial complaint, would be grossly inequitable. The circuit court did not err by declining to do so.

Proceeding to the merits of the circuit court's award, we first consider Corson's argument that the court's reduction of their claimed costs and fees was reduced without a reasoned basis in the considerations required by Maryland Rule 2-703. Where an award of attorney's fees is allowed by law, the trial court is directed by Maryland Rule 2-703 to consider certain mandatory factors in determining the amount of the award:

(f) Determination of Award.

* * *

> (2) *If Award Permitted or Required.* If, under applicable law, the verdict of the jury or the findings of the court on the underlying cause of action permit but do not require an award of attorneys' fees, the court shall determine whether an award should be made. If the court determines that a permitted award should be made or that under applicable law an award is required, the court shall apply the standards set forth in subsection (f)(3) of this Rule and determine the amount of the award.

* * *

> (3) *Factors to Be Considered.*
> (A) the time and labor required;
> (B) the novelty and difficulty of the questions;
> (C) the skill required to perform the legal service properly;
> (D) whether acceptance of the case precluded other employment by the attorney;
> (E) the customary fee for similar legal services;
> (F) whether the fee is fixed or contingent;

> (G) any time limitations imposed by the client or the circumstances;
> (H) the amount involved and the results obtained;
> (I) the experience, reputation, and ability of the attorneys;
> (J) the undesirability of the case;
> (K) the nature and length of the professional relationship with the client; and
> (L) awards in similar cases.

In its Opinion and Order of May 18, 2022, the circuit court was unequivocal that Corson was the sole prevailing party and was due costs, expenses, and attorney's fees, subject to a subsequent order:

> Regardless of all the issues which have spun from this litigation, some of which are akin to white noise, this case is and always has been about Carson's ability to continue pressure washing boats on the Concrete Wash Pad after they are lifted out of his Lift Well using his Travelift. Had Richard Sheffield, purportedly acting for the Association, not sought to end Corson's aforesaid use, this litigation would not have occurred; and the fees, costs and expenses associated therewith would not have been expended.
>
> The subject Declaration provides that when litigation arises upon failure to "comply with the terms of the Declaration of Condominium, the By-Laws or the regulations adopted pursuant to them," the prevailing party shall be entitled to attorney's fees. In light of the Order of Judge Campen determining cross Motions for Summary Judgment and this Judge's opinion, Plaintiff/Counter Defendant Walter Corson is the clear victor. Defendant/Counter Plaintiff Piney Narrows Yacht Haven Condominium Association, Inc. may have won battle or two, but Walter Corson clearly won the war. As such, he is entitled to reasonable compensation as may be granted under the terms of the Declaration of Condominium.

The circuit court, Senior Judge Wilson presiding, conducted the required Rule 2-703(f)(3) factor analysis in an oral ruling on April 20, 2023. The court provided its analysis of each factor. After concluding its discussion of the factors, however, the court disallowed certain expenses. *First*, the court disallowed Corson's claimed expenses in the amount of $10,078 for the services of Patrick Palmer's, Esq. at trial, in response to the Association's

argument that it was unreasonable for them to pay fees for two attorneys at trial; Corson had also claimed attorney's fees for his lead attorney at trial, Patrick McKevitt, Esq. *Second*, the court disallowed Corson's claim for $22,937.39 for McLaren Engineering Group's expert engineering services, on grounds that its expertise had not been useful in the circuit court's adjudicating issues of disputed material fact. *Third*, the court reduced the amount of the award by 30%:

> Now, we would like that the guidelines in the rules would give us some exact number that we could punch into a computer, an algorithmic, so to speak, but they don't. It would be easy had there been a complaint for declaratory judgment, a response, that essentially says we don't agree with that, but we do agree that we need the court to determine an amount or excuse me—the uses that can be made and by whom. But it got a little more complicated than that because we had some other things and in the other things sort of a mixed bag. You know, the plaintiff prevailed on some, the defense prevailed on some. I had written it down. A total at one time or another plaintiff asserted five causes of action, defendant asserted two. Ultimately from a net gain perspective the plaintiff prevailed on three of the seven and defendant prevailed on four of the seven.
>
> Then when you start attaching to those particular issues, whether it was—where the plaintiff prevailed, the importance or the weight to be given to that particular issue, as I said before, this began as and finished as an issue as to the use, permitted use, of the lift well/wash pad and Mr. Corson prevailed.
>
> * * *
>
> The Court is going to—finding that, first, his rate was reasonable and that the time expended was reasonable, the Court will discount that to some extent because there were issues introduced by the original pleading that probably could have been avoided, although I think, from a judicial economy standpoint, probably made sense to put those in. The Court will discount that by a third and will award attorneys' fees, for the benefit of Mr. Corson, for the use of Whiteford Taylor and against the Piney Narrows Yacht Haven Condominium Association, Incorporated in the amount of $118,531.55.

We agree with Corson that the circuit court did not clearly explain how its analysis of the factor test led to its award. The circuit court provided reasoned analysis of the factors required by Rule 2-703(f)(3) but did not adequately explain how its analysis led to the overall reduction of 30%. While the court intimated that this may have been Corson not prevailing on all of his initial claims, that does not accord with the court's statement in the order and opinion of May 18, 2022 that Corson was the "one and only 'prevailing party,'" or its discussion earlier in the hearing of factor (H) of Rule 2-703(f)(3), "the amount involved and the results obtained":

> The attorneys' fees seem to be and the time expended seemed to be in line with the issues as they existed from time to time. As to the results obtained, you know, if we're all sitting down and this is all behind us and no one has to posture anymore, it was about the power washing. Plain and simple.
>
> There were little side issues, but it was about the power washing. That is the genesis of the case. . . . [Corson] ultimately, you know, prevailed no matter how the defense wants to view it.

Accordingly, it is not at all clear to us what was the circuit court's rationale in reducing the award and what arithmetic produced a 30% reduction in Corson's claimed fees. We cannot categorically say whether the circuit court strayed from its discretion because we cannot be sure upon what reasoning the court based its award.

The Association argues that the circuit court should have applied proportionality analysis to determine its award of attorney's fees. *See generally Ochse v. Henry*, 216 Md. App. 439 (2014) (upholding trial court's award of fees proportionate to extent that party prevailed). It argues that the court erred by proceeding from the conclusion that Corson was the sole prevailing party. However, as we discussed above, the circuit court's award

was not altogether consistent with its finding that Corson entirely prevailed. It may well be that the circuit court applied the method that the Association asserts was correct. However, since we cannot clearly determine that the court did *not* consider proportionality in its final award, we cannot determine whether the court erred in this regard.

There are many reasons that the Rule 2-703 factor test might lead the trial judge to reduce the overall amount of the award, but there must be some logical nexus between these factors and the amount ultimately awarded. Here, the explanation provided by the court was not sufficiently connected to the factor test to make the basis of the award clear and to allow us to determine whether the award was within the trial court's discretion. We therefore vacate the circuit court's award and remand as to this issue for the court to set forth its rationale for the award with greater clarity.

THE JUDGMENT OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IS DISMISSED AS MOOT IN PART, AFFIRMED IN PART, AND VACATED IN PART. APPELLANT TO PAY THE COSTS.