Circuit Court for Prince George's County
Case No.: CAE21-05841

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 1778

September Term, 2022

THE COURTS AT REGENT PARK CONDOMINIUM, INC.

v.

REGENT PARK MASTER ASSOCIATION, INC.

Tang,
Albright,
Eyler, Deborah S.
(Senior Judge, Specially Assigned),
JJ.

Opinion by Eyler, J.

Filed: February 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 Rule 1-104(a)(2)(B).

In the Circuit Court for Prince George's County, the Courts at Regent Park Condominium, Inc. ("the Courts") and Cheryl West, the appellants, sued Regent Park Master Association, Inc. ("the Association"), the appellee, for declaratory and injunctive relief. The Association is a master homeowners association formed to manage the common areas and community amenities of four neighboring condominiums. The Courts, where Ms. West owns a unit, is one of those condominiums.

The primary dispute giving rise to the appellants' various allegations focused on an amendment ("the Fourth Amendment") to the Association's Declaration of Covenants, Conditions and Restrictions ("the Declaration") that set forth the manner in which assessments were to be paid.[1]

In a bench trial, the court granted judgment to the Association at the close of the appellants' case-in-chief. On appeal, they pose two questions for review, which we have rephrased:

> I. Did the trial court err by ruling, inconsistently, that a vote by one member of the Association's board of directors was valid and that that member was being paid by the Association, contrary to its bylaws?
>
> II. Did the trial court err by declining to admit certain evidence offered to show that the Association's board of directors did not comply with the Maryland business judgment rule statute?

For the reasons to follow, we conclude that the trial court did not err and shall affirm the judgment of the circuit court.

[1] The Fourth Amendment did not concern the amount of the assessments.

FACTS AND PROCEEDINGS

In 2004, the Declaration was recorded in the Land Records for Prince George's County, establishing the Association as a master homeowners association. The four condominium "regimes" for which it is responsible to maintain common areas and amenities are 1) the Courts; 2) the Villas at Regent Park Condominium, Inc. ("the Villas"); 3) the Pointe at Regent Park Condominium, Inc. ("the Pointe"); and 4) the Vistas at Regent Park Condominium, Inc. ("the Vistas"). Owners of units in these condominiums must pay a monthly assessment set by the Association, for the common area and amenity maintenance, and a monthly assessment set by their particular condominium regime, for building maintenance. Beginning at least in 2005 and continuing each year thereafter, unit owners were issued two separate coupon books for their assessment payments, one for payments to the Association and one for payments to their particular condominium regime, and they submitted separate payments each month to the Association and to their condominium.

Each condominium regime has a board of directors, and the Association has a board of directors. The Association's board consists of five members: one from each condominium regime and one that rotates between the regimes each year. We shall refer to the Association's board of directors as "the Board."

Section 5.1 of the Association's Declaration provided that once the Association determined, for a given year, the amount of the monthly assessment that each condominium regime was required to pay to the Association, the condominium regime would

> be responsible for collecting the assessments due from each unit owner within its condominium regime and then each condominium shall be responsible to deliver to the board of directors [of the Association] or its management agent an amount equal to one-twelfth (1/12) of the annual assessment due from such unit owners [on] a monthly basis[.]

In other words, instead of paying the Association's assessment separate from the condominium regime's assessment, as was done from the inception of the condominium regimes, the Association's assessment was to be paid by the unit owner together with the unit owner's condominium assessment to the condominium regime, which would then pay the Association's assessment to it.

In early 2020, unit owners at the Courts complained to the Board that the Association's assessments were not being collected in the manner set forth in section 5.1 of the Declaration. The Board sought to amend section 5.1 of the Declaration to conform to the actual payment practice that had been in place. The amendment would require unit owners to make two separate payments of their assessments, one to the Association and one to their respective condominium regime. In April of 2020, all condominium unit owners received a letter from the Board explaining a proposed "Fourth Amendment" to the Declaration that would effectuate that change.

At that time, an amendment to the Association's Declaration required a 75% majority vote of the Board to pass. On May 14, 2020, the Board held an in-person meeting at which the Fourth Amendment was voted on. It passed by a vote of three to one.[2] The Board representative from the Courts voted against it. The Board representative for the

[2] The Fourth Amendment was identified as an exhibit at trial but was not introduced into evidence.

rotating seat did not vote. Thereafter, the approved Fourth Amendment was recorded in the Land Records for Prince George's County.

Six months later, on November 17, 2020, the board of directors for the Courts informed its unit owners that it had adopted a new policy by which it would collect a combined payment of both assessments from the unit owners each month, which it would pay over to the Association. This was directly contrary to the Fourth Amendment. Beginning in January 2021, the Courts proceeded to tender multiple checks per month from its unit owners to the Association that included the assessments due to the Association ***and*** the assessments due to the Courts. The Association refused to accept or deposit the checks and returned them to a lawyer representing the Courts.

On May 24, 2021, the appellants filed suit. Their complaint stated seven counts setting forth a multitude of allegations, most of which are not relevant to this appeal. In essence, they alleged that the Association, through its Board, acted improperly and breached its duties by refusing to accept the checks from the Courts and adopting the Fourth Amendment and violated its bylaws by allowing Shirley Watts, the board member from the Pointe, to sit on the Board and vote on the Fourth Amendment. They sought an order requiring the Association to accept existing and future payments from the Courts for their unit owners' assessments and to declare the Fourth Amendment ineffective.

The case proceeded to a non-jury trial on December 12, 2022. Ms. West and five witnesses testified for the appellants.

Ms. West testified that she purchased her condominium unit at the Courts in 2006. Starting then, she paid her monthly assessments to the Courts and to the Association

separately, with two checks. Sometime around early 2020, she came to the view that the language of the Declaration required unit owners to make one monthly payment to the Association totaling the two assessments, but that that language simply was being ignored. In April 2020, she received the letter from the Board about the proposed Fourth Amendment to the Declaration. She spoke to the unit owners at the Courts about it and they objected. When asked at trial why they objected, she answered because the original provision of the Declaration allowing one payment for both monthly assessments "had never been enforced."

In September 2020, Ms. West became the member of the Board from the Courts. On December 10, 2020, seven months after the Fourth Amendment had been approved, she emailed the Board and the board of directors for the Courts stating that the unit owners in the Courts would be implementing the original language of section 5.1 of the Association's Declaration, so as to require Courts unit owners to make one payment for both assessments. Her email stated that that practice would be effective January 1, 2021, and any questions should be directed to the attorney for the Courts.[3] The board of directors for the Courts directed all unit owners in the Courts to disregard any collection notices from the Association.

At some point, Ms. West stopped paying her own assessments to the Association as a "protest." The Association filed suit against her to recover approximately $10,000 in unpaid assessments. Ultimately her daughter paid the amounts due.

[3] The email actually said the effective date would be January 1, 2020, clearly a typographical error.

Ms. West testified that she objected to the Association's budget in 2020 but did not receive a response until 2021, after the budget had been approved.

Joanna A. McDonald became a unit owner at the Courts in 2010. Since 2014, she has been the president of the board of directors of the Courts. Before then, beginning in 2012, she had been a member of the Association's Board, and was the Board treasurer. She testified that she was "fired" from the Board because she had asked for financial records to audit and review. (She was not a member of the Board when it voted on the Fourth Amendment.) Although from the time she purchased her unit at the Courts she had paid two assessments each month, one to the Courts and one to the Association, she discovered from reading a "Homeowners Disclosure Statement" a unit owner gave her that unit owners were supposed to make one payment, totaling both assessments, per month. On November 17, 2020, she sent a letter to the unit owners in the Courts announcing that, effective January 1, 2021, the two assessments were to be combined and paid together to the Courts each month. Starting in January 2021, the Courts collected monthly from each unit its own assessment and the assessment for the Association as one payment.

Shirley Watts testified that she owns a unit at the Pointe and is president of the Pointe's board of directors, a position she also held in 2020. Since before 2020 she has been a member of the Board. She also is the secretary of the Association. When the Fourth Amendment was proposed, she presented it to the unit owners in the Pointe for their responses. All of them were in favor of it. As a Board member, she voted in favor of the Fourth Amendment on behalf of the Pointe.

Ms. Watts is employed as the onsite coordinator for the Association, through RGN Management ("RGN"), the management company under contract with the Association. It is a paid position. She testified that she "attend[s] to any concerns that anyone in their community has. It could be parking. It could be the trash compactor. It could be issues with the gate." She is not paid for being a member of the Board. The payment she receives is for her work as the onsite manager. Ms. Watts acknowledged taking a photograph of a collection of liquor and wine bottles she found in the trash can at the clubhouse parking lot. She sent a copy of the photograph to the Association members and condominium presidents and posted it on the notice board in the clubhouse to inform the community that drinking was going on at the clubhouse parking lot.

Robert Nicholson testified that he has been the manager of RGN for six years. A purchaser of a unit in any of the condominiums receives copies of certain Association documents, including its budget, the Declaration, and its bylaws. He understood that historically the assessments for the Association and for the condominiums were paid separately by unit owners, and the Fourth Amendment was introduced to make that practice part of the Declaration, as the Declaration permitted otherwise. In his opinion, it made sense for the assessments to be paid separately, as that relieved the condominium regimes of the "burden" of collecting the Association fees from the unit owners.

Mr. Nicholson testified that Ms. Watts had been an employee of RGN for at least three years, as the onsite coordinator. Her work entails managing the clubhouse activities, maintenance, and cleaning, and allowing people access to the community when the gate is locked at night. Her position was approved by the Board. She is paid for that work, and

receives a W-2 form. She used to receive a 1099. She is not paid for her work as a Board member. There was no effort to change the bylaws to say that a Board member cannot be an employee of the management company.

Nicole Williams served as general counsel for the Association. She testified that her law firm drafted the Fourth Amendment and prepared the ballots for the Board's vote on the Fourth Amendment. She attended the Board meeting at which the Fourth Amendment was voted on. She was unaware of any conflict between the Courts and the Association at the time of the meeting. Subsequently, RGN forwarded to her checks it had received, payable to the Association, from the Courts. Apparently these were checks that resulted from the Courts' requiring its unit owners to combine their monthly assessment payments to the Association and to the Courts. At the direction of the Association, she returned the checks to the attorney for the Courts because they were not paid in accordance with the Fourth Amendment.

At the conclusion of the appellants' case, the Association moved for judgment on all counts. After reviewing the evidence, the court ruled on the record in open court. It found no evidence to support the allegations that the Board had acted improperly in its adoption of the Fourth Amendment to the Declaration. It denied the appellants' request for a declaration that the Association had acted improperly by declining to accept payments that were not made in accordance with the payment requirements of the Fourth Amendment. It found that the appellants had failed to present evidence establishing that the Board's adoption of the Fourth Amendment did not follow the procedures for the Association. It determined from the facts in evidence that there had been no breach of

fiduciary duty by any party and no breach of contract. With respect to Count III, "ineligible director," the court found that section 5.4 of the bylaws prohibited Ms. Watts from receiving compensation for services rendered to the Association while also serving as a director.

Counsel for the appellants immediately moved for reconsideration, arguing that the court's ruling that Ms. Watts was prohibited from receiving compensation from the Association while also serving on the Board conflicted with its ruling that the Association did not violate its own rules when it adopted the Fourth Amendment. With respect to whether Ms. Watts's vote in favor of the Fourth Amendment invalidated its adoption, the court explained that it had ruled that the Association did not violate the Declaration and bylaws by allowing Ms. Watts to vote because there was "[in]sufficient evidence in the record to demonstrate this issue was raised at the time of the vote by any party."

This timely appeal followed. We shall include additional facts as necessary to our discussion.

STANDARD OF REVIEW

In an action tried by the court, "[w]hen a defendant moves for judgment at the close of the evidence offered by the plaintiff . . . the court may proceed, as the trier of fact, to determine the facts and to render judgment[.]" Md. Rule 2-519(b). We review a decision by the trial court "on both the law and the evidence[,]" and "will not set aside the judgment of the trial court on the evidence unless clearly erroneous[.]" Md. Rule 8-131(c). Factual findings are not clearly erroneous "'[i]f any competent material evidence exists in support of the trial court's factual findings[.]'" *Webb v. Nowak*, 433 Md. 666, 678 (2013) (quoting

Figgins v. Cochrane, 403 Md. 392, 409 (2008)). We consider the evidence produced at trial in the light most favorable to the prevailing party. *Bartlett v. Portfolio Recovery Assocs., LLC*, 438 Md. 255, 273 (2014). We review the trial court's legal conclusions *de novo*. *Jackson v. Sollie*, 449 Md. 165, 173-74 (2016).

DISCUSSION

I.

THE TRIAL COURT'S RULINGS WERE NOT INCONSISTENT

The appellants contend the trial court's finding that the Association's bylaws prohibited Ms. Watts from serving as a member of the Board while receiving compensation for services rendered to the Association was inconsistent with its finding that the vote she cast as a Board member, in favor of the Fourth Amendment to the Declaration, was valid. They maintain that given its finding about noncompliance with the bylaws, the trial court was compelled to find that Ms. Watts's vote on the Fourth Amendment did not count, and therefore the amendment did not pass by the percentage vote required at that time. They assert that this inconsistency in findings requires a reversal. The Association responds that there was no inconsistency in the trial court's findings and that this issue was waived in any event.

In a civil action tried by the court, irreconcilably inconsistent factual findings or verdicts require reversal. *Southcoast Builders of Maryland, Inc. v. Potter Heating & Elec., Inc.,* 94 Md. App. 160, 161 (1992). In the case at bar, we conclude that the trial court did not make inconsistent findings with respect to the Board's vote on the Fourth Amendment.

The trial court found that the Fourth Amendment properly was adopted by the Board. Indeed, there was no evidence introduced to show any irregularity or impropriety on the part of the Board in adopting the amendment. It then considered section 5.4 of the Association's bylaws, which states:

> Except as hereinafter set forth, no Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

The court interpreted that language as follows:

> It says, any service rendered to the [A]ssociation. And so, if that even means being onsite, even though it's . . . through a management company, it's still a service that's being rendered to the [A]ssociation. A payment of which, and I'm sure comes from the [A]ssociation. So the Court agrees that . . . under this provision, Ms. Watts . . . can't either receive income from the [A]ssociation and be a director at the same time. So some decision will have to be made regarding Ms. Watts's status.

Immediately after the court made this finding, counsel for the appellants asked it to reconsider its decision on the validity of the Fourth Amendment, arguing that it could not have been validly adopted if one of the directors who voted in favor of it should not have been permitted to sit on the Board. When questioned by the court about what evidence the appellants had that an objection was made to Ms. Watts's serving on the Board and voting, either before or during the Board meeting at which the Fourth Amendment was approved, counsel for the appellants could cite nothing except that the Courts had objected in advance to the substance of the Fourth Amendment. The court made clear that objecting to the Fourth Amendment itself was entirely different from objecting to Ms. Watts's remaining on the Board/voting at the meeting about the Fourth Amendment. Because no objection to

Ms. Watts's presence on the Board and voting as a member of the Board was raised in advance of or at the time of the vote, the court rejected the assertion that Ms. Watts's vote could not count and therefore the Fourth Amendment was not validly adopted.

The record supports the findings that the Fourth Amendment properly was adopted by a 75% affirmative vote of the Board, including Ms. Watts's vote, and that no objection was made at that time or in advance to her membership on the Board or to her voting on the Fourth Amendment. Those findings are not inconsistent, let alone irreconcilably inconsistent, with each other or with the court's ultimate ruling that the Fourth Amendment was properly adopted. Indeed, the appellants have not given any reason why those findings are inconsistent. In particular, they have not argued that the vote would be invalid even though no objection was made to Ms. Watts's participation.

Although we need not delve into the meaning of section 5.4 of the bylaws, we point out that that section says nothing about any consequences of, or remedies for, a violation, or that if there is a consequence or remedy, it would have retroactive effect. We note also that there was reference at the trial about an agreement that may have superseded section 5.4. In any event, there was no error on the part of the trial court.

II.

THE TRIAL COURT DID NOT ABUSE ITS DISCRETION BY DECLINING TO ADMIT EVIDENCE OFFERED TO SHOW THAT THE BOARD DID NOT COMPLY WITH THE MARYLAND BUSINESS JUDGMENT RULE STATUTE

The appellants contend the trial court erred by excluding, for lack of relevance, evidence they offered to show that the Board violated section 2-405.1(c) of the Corporations and Associations Article of the Maryland Code (1975, 2014 Repl. Vol, 2022

Supp.) ("CA"). They also contend the trial court erred by failing to rule on whether the Association acted in good faith. The Association responds that the trial court did not abuse its discretion by precluding evidence of alleged "infighting" among residents because the proffered evidence failed to show bad faith or a breach of fiduciary duty on the part of the Board as a whole or its members.

Ordinarily, the decision to admit or exclude evidence is left to the discretion of the trial court. *Alban v. Fiels*, 210 Md. App. 1, 14 (2013). Evidence is relevant if it has "any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." Md. Rule 5-401. "[T]he trial court does [not have] discretion to admit evidence that is not relevant." *Smith v. State*, 218 Md. App. 689, 704 (2014); *see also State v. Simms*, 420 Md. 705, 724 (2011) (noting that a court's discretion does not extend to '"obviously irrelevant"' facts (quoting *Pearson v. State*, 182 Md. 1, 13 (1943))). A finding that evidence "is or is not of consequence to the determination of the action" is a conclusion of law subject to *de novo* review. *Simms*, 420 Md. at 725 (quotation marks and citations omitted).

CA section 2.405.1(c) provides:

> A director of a corporation shall act: (1) [i]n good faith; (2) [i]n a manner the director reasonably believes to be in the best interests of the corporation; and (3) [w]ith the care that an ordinarily prudent person in a like position would use under similar circumstances.

Subsection (g) states: "An act of a director of a corporation is presumed to be in accordance with subsection (c) of this section." This statute is a codification of the "business judgment

rule," which originated in the common law. *Cherington Condo. v. Kenney*, 254 Md. App. 261, 279 (2022).

In the context of a homeowners association, this Court has explained:

> The general rule under Maryland law is that decisions made by a homeowners association's board of directors will not be disturbed unless there is a showing of fraud or bad faith. *See Black v. Fox Hills North Cmty. Ass'n,* 90 Md. App. 75, 82 (1992). In *Black,* members of a homeowners association challenged the association's approval of a fence installed by other members of the community. *Id.* at 77. The plaintiffs claimed that the fence was approved and installed in violation of the association's covenants and restrictions. *Id.* We held that it did not matter whether the fence actually violated the association's declaration of covenants, because the enforcement of those rules was within the exclusive purview of the association. "Whether [the association] was right or wrong; the decision fell within the legitimate range of the association's discretion." *Id.* at 83. We further explained: "Absent fraud or bad faith, the decision . . . was a business judgment with which a court will not interfere." *Id.* "The 'business judgment' rule, therefore, precludes judicial review of a legitimate business decision of an organization, absent fraud or bad faith." *Id.* at 82. Further, under the business judgment rule, "there is a presumption that directors of a corporation acted in good faith and in the best interest of the corporation." *Danielewicz v. Arnold,* 137 Md. App. 601, 638 (2001).

Reiner v. Ehrlich, 212 Md. App. 142, 155-56 (2013) (footnote omitted). As stated by the Supreme Court of Maryland, there 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. Absent an abuse of discretion, that judgment will be respected by the courts. The burden is on the party challenging the decision to establish facts rebutting the presumption."

Boland v. Boland, 423 Md. 296, 328 (2011) (quoting *Aronson v. Lewis*, 473 A.2d 805, 812 (Del. 1984), *overruled on other grounds by Brehm v. Eisner*, 746 A.2d 244 (Del. 2000)).

In the case at bar, the appellants bore the burden to rebut the business judgment rule. Although they complain on appeal that the court excluded evidence that would have enabled them to do so by showing bad faith, they fail to adequately identify the evidence at issue or to explain how that evidence was material. Their brief states that when they "attempted to offer evidence of the causes of action alleging violations of the statutory standard of care, Appellee's counsel objected on the grounds of relevance" and the court "sustained most of" those objections. Without even describing the evidence objected to, they merely cite pages of the record extract. In fact, of the pages cited, there was no objection by the Association's counsel on one and on five she lodged objections that were overruled. Obviously, that did not prejudice the appellants. On only four pages were objections made and sustained by the trial court. The appellants do not explain how any of those rulings were an abuse of discretion.

Even without an explanation, it is clear the trial court did not abuse its discretion in sustaining objections to those four items of evidence on the ground of relevance.

The first item was testimony by Ms. McDonald that she was being "harassed" by the Board because her car had been vandalized. As the court pointed out, there was no evidence offered or introduced connecting the vandalism of her car to the Board as a whole or to any member of the Board.

The second item was testimony by Ms. McDonald that she sent her November 17, 2020 letter to the Courts unit owners, directing them to make one combined payment of their two assessments, because there were seniors living at the condominium who were "losing their homes" and the assessments were "illegal." There was no evidence that

seniors were losing their homes or that, if that were happening, it was due to any act or omission of the Board; nor was there any evidence that the monthly assessments were illegal. Indeed, all the evidence was to the contrary. Moreover, no effort was made at trial (or on appeal) to explain how or why these assertions would prompt a letter to the condominium unit owners instructing each of them to pay their two monthly assessments together, rather than separately, as the Fourth Amendment required and as had been the practice since at least 2005.

The third item of evidence, which was not proffered, was whatever answer Mr. Nicholson would have given to the general question of how many condominium unit owners had been delinquent in paying their assessments during the years in which he was managing the Association through RGN. Aside from the breadth of the question, there was no explanation for how that information would be relevant to show that the Fourth Amendment was not properly adopted, or any other allegation the appellants advanced.

The fourth item of evidence was a photograph Ms. Watts took of liquor and wine bottles that had been disposed of in a trash can on the clubhouse parking lot. As noted above, Ms. Watts testified that it was part of her job as onsite coordinator to empty the trash can at the clubhouse parking lot. She took the photograph to "let the community know what was going on in the trash[,]" *i.e.*, that people were drinking alcohol in the parking lot. The trial court ruled that the photograph was not relevant to whether proper procedures were followed by the Board or whether the Board acted in bad faith regarding the Fourth Amendment. It explained that the issue was whether the Board had acted lawfully, regardless of the individual Board members' "subjective intentions" and any "personal

animus" between the parties. The court made clear that petty disagreements between neighbors were insufficient to rebut the presumption that the Board acted in good faith in adopting the Fourth Amendment. The appellants have made no argument to the contrary on appeal. At trial, they did not argue that the evidence was in any other way relevant, nor do they do so on appeal.

The appellants did not offer any evidence to show that in adopting the Fourth Amendment, members of the Board did not act "[w]ith the care that an ordinarily prudent person in a like position would use under similar circumstances" or "[i]n a manner [a] director reasonably believe[d] to be in the best interests of the corporation[.]" CA § 2-405.1(c). The evidence they offered to show lack of good faith was not "of consequence to the determination of the action," as a matter of law. *Simms*, 420 Md. at 725 (quotation marks and citations omitted). The trial court did not refuse to rule on whether the Association acted in bad faith. Rather, it ruled that the appellants failed to present relevant evidence of bad faith on the part of the Board as a whole of the members in the exercise of their corporate duties.

Finally, the appellants complain the trial court failed to consider or grant relief on actions and omissions they challenged that went beyond the Fourth Amendment issue. However, the little admissible evidence they introduced concerned only the Fourth Amendment and, tangentially, the Board's return of checks paid in a manner inconsistent with the Fourth Amendment. The court clearly ruled on the evidence that the Fourth Amendment was valid. The Fourth Amendment dictated the manner in which the

assessments were to be paid, and there was no evidence introduced that it was improper for the Association to return payments that were non-conforming.

The other allegations in the appellants' complaint consisted of vague assertions that the Association did not follow legal requirements in calling and issuing notices of meetings, in handling Association funds, and in pursuing collections of assessments, about which no evidence was presented at trial. To the extent that declaratory relief was being requested, these allegations did not appear to be based on any actual controversy that was justiciable. *See Stevenson v. Lanham*, 127 Md. App. 597, 611 (1999) ("The existence of a justiciable controversy is an absolute prerequisite to the maintenance of a declaratory judgment action." (cleaned up)); Md. Code (1974, 2020 Repl. Vol.), § 3-409(a) of the Courts and Judicial Proceedings Article. As the Supreme Court has explained:

> A controversy is justiciable when there are interested parties asserting adverse claims upon a state of facts which must have accrued wherein a legal decision is sought or demanded. To be justiciable the issue must present more than a mere difference of opinion, and there must be more than a mere prayer for declaratory relief.

Green v. Nassif, 426 Md. 258, 292 (2012) (quotation marks omitted) (quoting *120 W. Fayette St., LLLP v. Mayor & City Council of Balt. City*, 413 Md. 309, 356 (2010)). When a "controversy is not appropriate for resolution by declaratory judgment, the trial court is neither compelled, nor expected, to enter a declaratory judgment." *Converge Servs. Grp., LLC v. Curran*, 383 Md. 462, 477 (2004); *see also Polakoff v. Hampton*, 148 Md. App. 13, 27 (2002) ("[I]t is within the discretion of the circuit court to refuse a declaratory judgment when it does not serve a useful purpose or terminate controversy." (quotation marks and citations omitted)).

The trial court made findings on the issues properly before it on which relevant evidence was introduced. It did not improperly fail to render a declaratory judgment and did not err in its rulings or in granting judgment in favor of the Association at the close of the appellants' case-in-chief.[4]

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. THE APPELLANTS TO PAY COSTS.

[4] The appellants assert that the court failed to make a declaration about whether Ms. Watts is precluded from being a member of the Board due to section 5.4. They did not request a declaration to that effect. In any event, the court made a legal finding on its interpretation of that provision. As noted above, there may be relevant factual evidence not offered or admitted at this proceeding about the effectiveness of the provision in the face of an agreement suspending or cabining its effect.