

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1129**

William Warner, et al.,
Appellants,

vs.

Pines of North Oaks Home Owners' Association, Inc.,
Respondent,

North Oaks Home Owners' Association, Inc.,
Defendant.

**Filed February 17, 2026
Affirmed
Segal, Judge***

Ramsey County District Court
File No. 62-CV-24-4223

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Considered and decided by Harris, Presiding Judge; Smith, Tracy M., Judge; and
Segal, Judge.

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to
Minn. Const. art. VI, § 10.

NONPRECEDENTIAL OPINION

SEGAL, Judge

Appellants challenge the district court's grant of summary judgment in favor of respondent homeowners' association, arguing that the district court erred when it determined that respondent's denial of appellants' home-design application was consistent with the association's governing documents. We affirm.

FACTS

In 2021, appellants Kelley and William Warner purchased the last undeveloped lot in a subdivision known as the Pines, located in North Oaks, Minnesota. The subdivision is subject to the restrictions placed on the property by respondent Pines of North Oaks Home Owners' Association, Inc. (Pines HOA) and North Oaks Home Owners' Association, Inc. (North Oaks HOA).¹ This case arose out of the denial of the design application submitted by the Warners for their proposed new home. The board of directors of the Pines HOA denied the application on the ground that the proposed design was inconsistent with the style and layout of the other homes in the Pines subdivision.

The Pines has 99 lots.² All of the lots, except the Warners' lot, are developed and have homes that were constructed between approximately 2000 and 2004 by one of three developers. The homes are generally similar in style and layout. Ninety-seven of the homes are single-story detached villa-style townhomes built around cul-de-sacs. They all

¹ The Pines HOA is a "sub-association" of the North Oaks HOA. The Warners, as property owners, are members of both HOAs.

² The background facts summarized here are undisputed except as otherwise noted.

have a walk-out level or daylight windows at the back of the home. There is one home that has one-and-a-half stories; that home is located on a one-and-a-half-acre lot that is positioned generally away from the other homes and is at the end of a dead-end road. The Warners' lot is one-quarter acre in size and is on a cul-de-sac that is shared with five other townhomes and is adjacent to eleven additional townhomes. The Warners' lot is triangular-shaped, fronting on both the cul-de-sac and one of the sub-association roads.

Governing Documents

The Warners' lot is, as are all lots in the Pines, subject to the requirements of the governing documents of the North Oaks HOA and the Pines HOA. Only the Pines HOA governing documents are relevant in this appeal. The Pines HOA governing documents include articles of incorporation, bylaws, the Declaration of the Pines of North Oaks (the declaration), the Declaration of Covenants, Restrictions, and Easements—The Pines (the covenants), and a set of rules and regulations, which includes an exhibit setting out architectural standards. We summarize the most applicable provisions of these governing documents below.

The articles of incorporation grant to the Pines HOA “all of the powers reasonably necessary to implement its purpose,” which includes “provid[ing] for the operation, maintenance, preservation and architectural control of The Pines development.”

The declaration gives the Pines HOA board the authority to “approve and implement such reasonable Rules and Regulations as it deems necessary . . . provided that the Rules

and Regulations shall not be inconsistent with the Governing Documents.”³ The declaration further provides that the rules and regulations, which are to include architectural standards, may only be changed by approval of two-thirds of the membership of the Pines HOA. The declaration establishes an “Architectural Control Committee” (ACC) with the “authority to conduct an initial review of all alterations, buildings, and other improvements.” The declaration also requires homeowners to “submit all plans, specifications, and descriptive information, in form and content acceptable to the [ACC], to the [ACC] for approval,” and it prohibits homeowners from constructing or altering any structures without the ACC’s approval.

The covenants provide in an introductory paragraph that the Pines subdivision is to “be administered and operated as a homogenous residential community under the administration and control of the [Pines HOA].” It further provides that the Pines HOA “shall be operated and managed for the purposes of administering and enforcing the covenants, restrictions, easements, charges, and liens set forth in the Governing Documents and the rules and regulations . . . and preserving the value and architectural character of the Property.”⁴

Paragraph six of the covenants specifies “that the dwellings and residential lots [are to] be kept architecturally attractive and consistent with the overall character of the

³ The declaration defines the “Governing Documents” as including the declaration, the articles of incorporation, and the bylaws of the Pines HOA.

⁴ The “Governing Documents” are defined in the covenants as including the covenants, along with the articles of incorporation and bylaws of the Pines HOA.

Property.” It also dictates that no construction may be commenced “unless and until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of the improvements or alterations shall have been approved in writing by the [ACC].”

In addition, paragraph 6(a)(2) of the covenants tasks the ACC with establishing the criteria for approval of improvements or alterations:

The [ACC] shall establish the criteria for approval, which shall include and require, at a minimum, (i) compatibility of color, size, location, type, and design in relation to existing improvements and topography; (ii) comparable or better quality materials as used throughout the Property and any existing improvements; (iii) adequate protection of the Property, the Association, and the Home Owners from liability and liens arising out of the proposed improvements or alterations; and (iv) compliance with governmental laws, codes, and regulations.

The architectural standards developed by the ACC are set out as Exhibit A to the Pines HOA’s rules and regulations.⁵ The standards specify the types of acceptable building materials and design features, including provisions that: “[t]he main entrance should have a sense or [sic] prominence”; “[r]oof forms should . . . demonstrate the same character on all sides”; “[s]hed roof forms are discouraged”; “[e]ave lines should be align[ed] wherever possible”; and “[w]indows and doors should reflect restraint in the number of types, styles, and sizes.” Exhibit A also contains a “note” at the end stating that the architectural

⁵ The rules and regulations, consistent with the other Pines HOA documents, include a provision stating that the “fiduciary responsibility” of the Pines HOA board “is to preserve and enhance a well-maintained community which includes enforcement of the Rules & Regulations [and] preservation of architectural integrity.”

standards “may only be changed by [two-thirds] of the members of the Association for The Pines of North Oaks.” The exhibit contains no provisions that address items iii and iv in paragraph 6(a)(2) of the covenants: protection from liability and liens; and compliance with governmental laws, codes, and regulations.

The Warners’ Proposed Construction Project

The Warners initiated the design-approval process by informally submitting architectural drawings for their proposed home. The Pines HOA board reviewed the initial drawings and informed the Warners of its unanimous decision that it could not approve the design. In a written communication, the board explained that the Warners’ lot “is the last remaining lot in the Pines,” that the “Pines was developed as a detached townhome community,” “[t]he homes in the Pines are consistently villa type homes ranging from around 3,000 to 4,000 square feet,” and that all of these villa homes “are one-story homes with lower-level walkouts or daylight windows.” The board additionally explained:

1. The proposed home has 3 living levels. The villas in our neighborhood are all 2 levels generally and follow a similar pattern of 1BR and den up, and 2 BR down.
2. The proposed home has a “saltbox” appearance with separate roof structures for the garage and for the house. The villas in our neighborhood have contiguous rooflines where the garage and the house roof is one roof.
3. The proposed home’s garage has three one-stall doors. While the Pines does have homes with three car garages, none have three doors. We are also concerned with the overall size of the driveway relative to the area that our snow removal services will have to move the snow.

. . . .

The result of these substantive variances is a home that will unnecessarily stand out on a very visible lot in the Pines.

Despite the rejection of their informal proposal, the Warners submitted virtually identical architectural drawings as part of their first formal design application.⁶ The Pines HOA board denied approval, explaining that “the submitted design is not consistent with the homes in the Pines” and that “[t]he home if built would be an outlier.” It further explained that the Warners’ home design should be for a “villa home” with “a main gabled roof” that has “at least an 8-12 pitch”; a “garage roof line [that] is generally contiguous with [the roofline of] the house”; with a “complex multidirectional roof structure”; and a main entry that “is covered and inset like all the existing homes in the Pines.” In addition, the board explained that the Warners’ proposed design presented “a two-story rectangular shaped home in front and three-story presentation behind that is in no way consistent with the Pines homes.”

A month later, the Warners submitted a modified design to the Pines HOA and the North Oaks HOA.⁷ The record indicates that the design was modified only by lowering the main roofline and adding a street-facing gable with a covered stoop. The Pines HOA board again denied the application. It explained that it “still [did] not feel that the home is consistent with the Pines development aesthetics and architecture,” noting that “[h]omes in the Pines are classified . . . as townhomes or detached townhomes.” The board further explained that “[t]he proposed plan is a full 2-story home with a partially exposed lower

⁶ The Warners also later submitted this application to the North Oaks HOA. The North Oaks HOA approved the application.

⁷ The North Oaks HOA again approved the application.

level. The only ‘Villa/Townhome’ plans we can find have, at most, a bonus half-story and those are not very common.”

Litigation

After the second denial, the Warners filed a lawsuit against the Pines HOA and the North Oaks HOA, seeking alternative and peremptory writs of mandamus compelling approval of their application. They also asserted claims for breach of contract and for a declaratory judgment that the denials are contrary to the Pines and North Oaks HOAs’ duties and are otherwise arbitrary. Both HOAs moved for summary judgment, and the Warners filed a cross-motion for partial summary judgment.

The district court granted the summary judgment motions of the Pines and North Oaks HOAs and denied the Warners’ motion. As to the declaratory judgment and breach-of-contract claims against the Pines HOA, the district court rejected the Warners’ argument that the exclusive criteria for design approval were the architectural standards set out in Exhibit A of the rules and regulations. The district court noted that the covenants provide that the Pines is to be “administered and operated as a homogenous residential community” and that the criteria set out for approval in paragraph six of the covenants reference “compatibility of color, size, location, type, and design in relation to existing improvements.”

The Warners now seek review of the district court’s grant of summary judgment in favor of the Pines HOA on their declaratory judgment and breach-of-contract claims.⁸

DECISION

On appeal, the Warners argue that the sole criteria for approval of design plans are those contained in the architectural standards set out in Exhibit A of the rules and regulations and that the board breached the governing documents when it considered other criteria in denying their design applications. The Warners maintain that the modified design of their proposed home complies with the architectural standards and that the district court thus erred in granting summary judgment in favor of the Pines HOA and denying their motion for summary judgment.

“Summary judgment is appropriate if ‘there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.’” *Metro. Transp. Network, Inc. v. Collaborative Student Transp. of Minn., LLC*, 6 N.W.3d 771, 778 (Minn. App. 2024) (quoting Minn. R. Civ. P. 56.01), *rev. denied* (Minn. July 23, 2024). Appellate courts review “grant[s] of summary judgment de novo.” *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017). In conducting the review, appellate courts “view the evidence in the light most favorable to the party against whom summary judgment was granted.” *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 76-77 (Minn. 2002).

⁸ The Warners did not seek review of the grant of summary judgment in favor of the North Oaks HOA or the grant of summary judgment on their petition for a writ of mandamus against the Pines HOA.

This appeal presents a question of contract interpretation—whether the Pines HOA acted within its authority under the various governing documents when it denied approval of the Warners’ design application. *See, e.g., Harkins v. Grant Park Ass’n*, 972 N.W.2d 381, 388 (Minn. 2022) (explaining that a common-interest association’s “governing documents constitute a contract between the association and its individual members” (quotation omitted)). The Warners make no claim that there is a genuine issue of material fact that would bar the grant of summary judgment. Their only claim is that the district court misinterpreted the association documents.

Appellate courts interpret contracts to effectuate the parties’ intent. *Kuhn v. Dunn*, 8 N.W.3d 633, 637 (Minn. 2024). In so doing, appellate courts “construe a contract as a whole and attempt to harmonize all of its clauses.” *Id.* (quotation omitted). Contract-interpretation principles also dictate that appellate courts “attempt to avoid an interpretation of [a] contract that would render a provision meaningless.” *Chergosky v. Crosstown Bell, Inc.*, 463 N.W.2d 522, 526 (Minn. 1990). If the contract language is unambiguous, appellate courts “enforce the parties’ agreement as expressed in the language of the contract, and . . . do not rewrite, modify, or limit its effect by a strained construction.” *Kuhn*, 8 N.W.3d at 637 (quotations omitted).

With these principles in mind, we now turn to the merits of the Warners’ argument. As noted above, the Warners focus their argument on paragraph 6(a)(2) of the covenants, which tasks the ACC with “establish[ing] the criteria for approval” of construction designs. The Warners assert that the ACC established “the criteria for approval” when it adopted the architectural standards set out in Exhibit A of the rules and regulations and that those

criteria are the *sole* criteria by which the proposed design of their home is to be evaluated. We disagree. This interpretation fixes on a single phrase in paragraph six, ignoring the balance of the paragraph. The architectural standards are derived from, and must be read in light of, paragraph six as well as the other provisions in the covenants and governing documents.

Paragraph six states at the outset that “[o]ne of the purposes of [the covenants] is to ensure that the dwellings and residential lots [are] . . . consistent with the overall character of the Property.” This is followed by the statement that “[t]herefore, the following restrictions and requirements shall apply to any building or alterations.” Subparagraph 6(a)(2) then sets out the mandatory minimum requirements for approval that are to be included in the criteria for approval developed by the ACC. First among these mandatory minimum criteria is “compatibility of color, size, location, type, and design in relation to the existing improvements and topography.”

The architectural standards contain some, but not all, of the mandatory minimum “compatibility” criteria listed in 6(a)(2). For example, the only reference in the architectural standards to “color” is that bricks, if used, “should be earth-tone in color.” Absent from the standards is any specification of acceptable colors for other exterior materials allowed, which include stucco, cultured stone, and wood. If the standards are the sole criteria for assessing compatibility, then the Warners could propose a home finished with wood that is painted day-glo orange. Under the Warners’ interpretation, the board would be required to approve the design because the architectural standards are silent on this point.

This result would be contrary to one of the central purposes of the Pines HOA, as set out in an introductory paragraph of the covenants, that the Pines is to be a “homogenous residential community.” And as noted above, paragraph six states that one purpose of the covenants is to ensure consistency.

In addition, the architectural standards set out several areas where approval of elements is left to the discretion of the ACC, without specifying the criteria for that approval. For example, “stamping, color, or exposed aggregate” used for driveways must be submitted to the ACC for approval with no guidelines in the standards for acceptable colors or types of stamping. And certain types of lighting “must be submitted to the [ACC], who will determine whether such lighting interferes with the enjoyment at adjacent properties.” This all supports the argument of the Pines HOA that it retains discretion above and beyond the specifics of the architectural standards to assess the compatibility of a proposed home design with the existing homes in the subdivision.⁹

This interpretation is further supported by the fact that the architectural standards do not include all four of the requisite criteria for approval set out in paragraph six: namely that the criteria for approval “include and require . . . (iii) adequate protection of the Property, the Association, and the Home Owners from liability and liens arising out of the proposed improvements and alterations; and (iv) compliance with governmental laws,

⁹ It is also noteworthy that the declaration contains a hierarchy of the controlling documents in the event of a conflict. The hierarchy section of the declaration provides, as relevant here, that the declaration controls over any conflicts with the rules and regulations, and that the covenants (identified as the “Master Association Declaration” in the declaration) controls over the declaration. The covenants thus control over any conflicts with the rules and regulations.

codes, and regulation.” These criteria are not set out as optional in paragraph six; they are designated as “required.” The Warners do not argue that these two criteria are included in the architectural standards. They suggested instead at oral argument that these two criteria were covered elsewhere in the association documents but did not identify where.

The Warners argue that interpreting the covenants as allowing the Pines HOA board to consider more than mere compliance with the architectural standards is contrary to contract-interpretation principles because it renders meaningless the provision in the architectural standards that the standards can only be changed by a two-thirds majority of the homeowners. *See, e.g., Chergosky*, 463 N.W.2d at 526 (noting that contracts should be interpreted in a manner that gives meaning to all provisions). But we fail to see how the supermajority requirement would be rendered meaningless. Changes to the specific provisions of the architectural standards as they have been promulgated by the ACC still require the support of two-thirds of the homeowners.

The Warners also argue that the Pines HOA added “after-the-fact” justifications for denying approval of their modified home design and express concern about granting too much power to the “subjective beliefs of just five [b]oard members.” The communications from the HOA board were, however, consistent throughout, focusing on the elements of the Warners’ proposed home design that diverged from the style and type of other homes in the Pines.¹⁰ And because the Warners’ lot is the last undeveloped lot among the 99 lots

¹⁰ We also question the applicability of the cases cited by the Warners in support of this argument. The cited cases involve local governmental units engaged in quasi-judicial decision-making over land-use regulation and, as such, involve the constitutional dimension of due-process property rights. *See, e.g., Hurre v. County of Sherburne*, 594

in the Pines HOA, there is a clear road map for both the Pines HOA board and the Warners to assess consistency and compatibility based on all the other already-completed homes in the Pines. The board does not have unfettered discretion and nothing in our opinion should be interpreted as granting the board such powers.

Because we discern no error in the district court’s interpretation of the applicable provisions of the Pines HOA documents, we affirm the grant of summary judgment against the Warners.

Affirmed.

N.W.2d 246, 249 (Minn. App. 1999). By contrast, homeowner associations are private organizations not subject to the same constitutional constraints as government actors. *See Windcliff Ass’n v. Breyfogle*, 988 N.W.2d 911, 920 (Minn. 2023) (explaining that, because a homeowners’ association is not a state actor, it is “not subject to the strictures of the Due Process Clause”).