

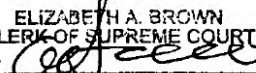
IN THE SUPREME COURT OF THE STATE OF NEVADA

DEBBIE PIETROWSKI, AN
INDIVIDUAL,
Appellant,
vs.
STEPHEN HAMPTON, AN
INDIVIDUAL; VICTORIA HAMPTON,
AN INDIVIDUAL; AND LAKE MEAD
VIEW ESTATES OWNERS
ASSOCIATION,
Respondents.

No. 85722

FILED

DEC 14 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order granting summary judgment in a contract dispute. Eighth Judicial District Court, Clark County; Adriana Escobar, Judge.¹

Appellant Debbie Pietrowski filed a breach-of-contract action against her neighbors, respondents Stephen and Victoria Hampton, and her homeowners' association, respondent Lake Mead View Estates Owners Association, challenging the HOA's decision to approve the Hamptons' plans to construct an RV garage on their property. Pietrowski contends that the Hamptons' plans violate the neighborhood's restrictive covenants (CC&Rs) because the garage would block Pietrowski's view of Lake Mead from her property and that the HOA violated various duties by failing to consider the impact the Hamptons' garage will have on her view. The district court entered summary judgment for the Hamptons and the HOA; Pietrowski appeals.

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

Pietrowski argues that the district court erred in granting summary judgment by failing to view the evidence in a light most favorable to her and failing to recognize several genuine issues of material fact. *See Wood v. Safeway*, 121 Nev. 724, 121 P.3d 1026, (2005) (describing the standards for summary judgment). The district court entered summary judgment for the Hamptons based on its finding that the CC&Rs do not provide Pietrowski with a protected right to a view of Lake Mead from her property. The district court's interpretation of the CC&Rs is a question of law that we review de novo. *Vegas United Inv. Series 105, Inc. v. Celtic Bank Corp.*, 135 Nev. 456, 459, 453 P.3d 1229, 1231 (2019) (explaining that this court applies "the rules governing contract interpretation to interpret" CC&Rs and that contract interpretation is a question of law subject to de novo review).


We agree with the district court that the CC&Rs do not provide Pietrowski with a right to an unobstructed view of the lake from her property. Indeed, the CC&Rs' plain language places several restrictions on the size and placement of any buildings on a property, but they do not prohibit a building from blocking a neighboring property's view in whole or in part. *See Tompkins v. Buttrum Const. Co. of Nev.*, 99 Nev. 142, 144, 659 P.2d 865, 866 (1983) (providing that restrictive covenants "must be given their plain, ordinary and popular meaning"). Because the CC&Rs do not provide Pietrowski with a protected view and she has not otherwise shown a genuine issue of material fact as to whether the Hamptons' constructions plans violate the CC&Rs, her claims against the Hamptons fail. Accordingly, we conclude that the district court did not err in granting summary judgment in favor of the Hamptons.


Pietrowski also argues that the district court erred in entering summary judgment for the HOA because a reasonable jury could conclude that the HOA did not satisfy its duties under the CC&Rs when it approved the Hamptons' construction plans. *See Butler ex rel. Biller v. Bayer*, 123 Nev. 450, 457-58, 168 P.3d 1055, 1061 (2007) ("A genuine issue of material fact exists if, based on the evidence presented, a reasonable jury could return a verdict for the nonmoving party."). Here, the CC&Rs only require the HOA to "consider the impact of the proposed height of any improvements upon the view from any other lot" and provides the HOA with discretion to disapprove plans because of such impact. Indeed, the only provision protecting a homeowner's view is the requirement that "[n]o landscaping will be permitted that would block another lot's view." The record reflects that the HOA satisfied its duty to ensure that the Hamptons' building plans complied with the CC&Rs' height and setback restrictions and that it also considered the impact the garage would have on Pietrowski's view when it met with the parties at Pietrowski's property and erected poles at various positions to visualize where the garage would stand. Because the CC&Rs did not require the HOA to disapprove any plans which impaired Pietrowski's view, we agree with the district court that the HOA acted within its discretion when it approved the Hamptons' plans. Because Pietrowski has not shown any genuine issue of material fact as to whether the HOA satisfied its duties under the CC&Rs, we conclude that the district court did not err in entering summary judgment in favor of the HOA.

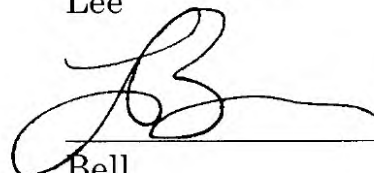
Finally, to the extent Pietrowski argues that the HOA deprived her of due process when it approved the Hamptons' amended plans without giving her notice, we need not consider this claim because Pietrowski did not cogently argue or present relevant authority to support it. *See Edwards*

v. Emperor's Garden Rest., 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006). Moreover, Pietrowski failed to identify any property interest affected by the HOA's decision, particularly where the amended plans resulted in a lesser impact on the view from her property. See *Pressler v. City of Reno*, 118 Nev. 506, 510, 50 P.3d 1096, 1098 (2002) ("The protections of due process only attach when there is a deprivation of a protected property or liberty interest.") Based upon the foregoing, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Stiglich


_____, J.
Lee


_____, J.
Bell

cc: Hon. Adriana Escobar, District Judge
Steven L. Morris Ltd.
Marquis Aurbach Chtd.
Lipson Neilson P.C.
Eighth District Court Clerk