MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COMPLETE TITLE OF CASE:

ARROWHEAD LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

Appellant-Respondent

v.

AJAY AGGARWAL AND MEGHA GARG

Respondent-Appellants

DOCKET NUMBER WD83019 consolidated with WD83049

DATE: September 1, 2020

Appeal From:

Circuit Court of Boone County, MO
The Honorable Kimberly Jane Shaw, Judge

Appellate Judges:

Division One
Thomas H. Newton, P.J., Mark D. Pfeiffer, and Edward R. Ardini, Jr., JJ.

Attorneys:

Thomas Harrison, Columbia, MO	Counsel for Appellant-Respondent
Brian Hajicek, Columbia, MO	Co-Counsel for Appellant-Respondent

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Attorneys:

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Vivek Puri, Jefferson City, MO	Co-Counsel for Respondent/Appellants

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MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT

ARROWHEAD LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., Appellant-Respondent, v. AJAY AGGARWAL AND MEGHA GARG, Respondent-Appellants

WD83019 consolidated with WD83049 **Boone County**

Before Division One Judges: Newton, P.J., Pfeiffer, and Ardini, JJ.

A Boone County Homeowners Association (HOA) filed a lawsuit seeking to enjoin, or stop, lot owners from building an unapproved pool-equipment building on their property, which was subject to HOA oversight. The HOA prevailed, and the circuit court ordered the lot owners to remove the building and to pay the HOA its court costs. Under the HOA Declaration of Covenants, Easements and Restrictions (Declaration)—a contract between the HOA and all the lot owners—the party that prevails in a dispute tried in court is entitled to attorney's fees as deemed appropriate by the court. The HOA requested an award of attorney's fees, but the circuit court decided not to do so.

REVERSED AND REMANDED.

Division One Holds:

The HOA argues on appeal that the circuit court erred by failing to award it reasonable attorney's fees as required under the Declaration and also asks this Court, if we rule in its favor, to award it the attorney's fees that were required to bring the appeal. We recognize that under the "American Rule" each party generally pays its own attorney's fees in a lawsuit, unless a statute or contract between the parties states otherwise. The plain and unambiguous meaning of the Declaration provision that applies in this case entitles the prevailing party to have its attorney's fees and court costs paid by the losing party. Thus, the circuit court was required to award attorney's fees to the HOA in addition to the court costs that were awarded. Because the amount of the attorney's fees, however, is subject to the circuit court's discretion, we remand, or send the case back, for the circuit court to decide what attorney's fees are appropriate for the work the HOA's attorneys did to bring both the lawsuit and the appeal.

The circuit court erred by failing to award the HOA, as the prevailing party, any attorney's fees. So, we reverse its judgment and remand for the award of such attorney's fees as the circuit court deems appropriate.

Opinion by Thomas H. Newton, Presiding Judge September 1, 2020

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