



July 8, 2026

Beaux Arts Village
10550 SE 27th Street
Beaux Arts, WA 98004

Re: Land Use Complaint
Our File Number : 2445.26

Dear Village of Beaux Arts:

This letter is to request you enforce the Village codes identified below.

1. Overview

The property at issue is the Vanderhorn property which, according to King County, is still owned by Robert Vanderhorn.¹ If so, the family still has not probated the estate. That appears to violate a variety of laws, may constitute a tax evasion to avoid estate to the state and excise tax to the Village, and creates a number of legal entanglements. But, those are *not* the reason for this letter albeit it does have an effect on how this is addressed: the estate of Mr. Heckendorn cannot be represented on a legal matter by a family member who is not the owner of the property and not an attorney. I will discuss that below.

That aside, whoever controls the property is grossly violating Land Use regulations on parking. This has existed for an extended time. I have not reported it hoping the problem would resolve itself. It has not. In the last month things have become decidedly worse with more cars being illegally parked. One, the red car off-street, appears to be a “Junker” under the town code. All the cars are renters’ cars.



¹ <https://blue.kingcounty.com/Assessor/eRealProperty/Dashboard.aspx?ParcelNbr=0629000170>, visited 6.23.2026

To be clear: it is legal to rent rooms. This is *not* a complaint as to that. Nor is this a complaint about the number of renters in this single-family home. The more recently passed RCW 36.01.227 obviated municipalities' reasonable restrictions on the number of renters.

However, RCW 36.01.227 *only* prohibits "limit(ing) the number of unrelated persons that may occupy a household or dwelling unit." That statute says "*except for*... generally applicable building code or county ordinance(s)," a county (or city) "may not regulated or limit the number of unrelated persons that may occupy a household or dwelling unit."

Thus, RCW 36.01.227 expressly *preserved* all other "applicable building code or... ordinances" as they relate to rentals. It only restricted codes "limiting" the number of "unrelated persons" who may rent. Relevant here is the Village's "applicable building code(s) and... ordinances" on rental parking. The Village requires renters park off street. That was not obviated by RCW 36.01.227.

Further, renting rooms is a commercial activity under the Village code and requires a permit. This is an addition code *not* obviated by RCW 36.01.227. That creates an additional problem. Assuming the home has not been probated and remains in Mr. Heckendorn's name as King County indicates, a non-owner family member cannot apply for a permit; they have no legal standing and no person may undertake to effect property rights of a deceased person without a court order.

As relief, I only ask the Village enforce its laws. Whoever controls the property has the right to rent out rooms *provided* they comply with Land Use laws doing so. It is no burden to require them to follow the local zoning code as everyone else must. The Village codes require a per day fine for each day, each individual violation continues. As identified below, here there are at least five independent code violations. I do not want the town to be punitive however I do ask that the law be timely enforced: that requires immediate fines for each violation until abated.

2. Applicable Codes

Noted above, RCW 36.01.227 passed in 2021 only prohibits a local ordinance from "regulat(ing) or limit(ing) the number of unrelated persons that may occupy a household or dwelling unit."²

BAV 18.10.060(4) is the Village's code on rentals. It has two parts: (1) it limits the number of renters (albeit obviated by RCW 36.02.227) *and* (2) it requires that renters be provided "off street" parking. That RCW 36.01.227 obviated the restriction on the number of renters did *not* effect the parking requirement.

Before addressing BAV 18.10.060(4), it is critical to give full weight to the rule of severability in statutory interpretation. When one part of a statute is found to be invalid all other parts remain in full force and effect:

[A]n act or statute is not (invalid) in its entirety unless invalid provisions are unseverable and it cannot reasonably be believed that the legislative

² RCW 36.01.227 is an inappropriate one-size-fits-all attempt at social engineering and is no cure for the purported problem it claims to address; but, it is the law until it is not.

body would have passed one without the other, or unless elimination of the invalid part would render the remaining part useless to accomplish the legislative purposes.

McGowan v. State, 148 Wn.2d 278, 294-295 (2002). That is a basic rule of statutory construction.

However, taking that a step further, the Village expressly adopted a severability clause:

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code. The council declares that it would have passed this code, and ***each section, subsection, sentence, clause and phrase thereof***, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional, and if for any reason this code should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

(emphasis added). Although that was not required given the rule of severability is a basic rule of statutory construction that exists with or without a severability clause, McGowan emphasize the existence of “a severability clause may provide the assurance that the legislative body would have enacted remaining sections even if others are found invalid.” McGowan, *supra*. at 295.

The Village’s clause is clear: it requires that if any part of a code was found to “be invalid” that “shall not affect the validity” of *any* “remaining portion” and it would have “passed... each section(,) sentence, clause and phrase” even without the part later found invalid. *Id*.

Given that, the rule of severability requires striking *only* the part that is ineffective and retaining the rest; striking the portion of BAV 18.10.060(4) that was invalidated by RCW 36.01.227 it now reads:

~~Rooms may be rented to not more than one person other than the family occupying a single family dwelling.~~ The owners of the rooms to be rented must comply with health and building code requirements and shall provide additional off-street parking for all vehicles owned or used by the roomer.³

BAV 18.10.060(4).

The invalid portion on the number of permissible renters is a perfect fit for the rule in McGown: it is “grammatically, functionally, and volitionally severable” from the parking requirement. That is precisely what the Supreme Court in McGown said is required to sever the invalid part and enforce what is left; that “the invalid provision must be grammatically, functionally, and volitionally severable.”

³ A “roomer” is defined as “one who lives in a room or rooms in another's residence for payment or other remuneration.” See BAV 18.10.020 The renters are “roomers.” The Vanderhorn family member who still keeps a room and lives there is also a “roomer” as it is *not* her residence. The residence still belongs to Robert Vanderhorn. That is not material but worth noting.

Several other BAV statutes are relevant.

Renting rooms is a commercial activity and requires a permit. BAV 18.10.060(1) requires “no commercial activity shall be carried on within the limits of the town” except with a “permit.” BAV 18.10.060(1) requires the permit shall state what “conditions” “the applicant will comply with.” Here, obviously, that must require compliance with “applicable building codes or... ordinances” as retained by RCW 36.01.227.

BAV 18.10.060(4) indicates renting rooms is a commercial activity. Although it is a permissible activity it must be by permit that “shall” state all “conditions” required (BAV 18.10.060(1)) which is compliance with all “all applicable building codes or... ordinances” as RCW 36.01.227 expressly preserved; it is simply true one of those conditions cannot be a restriction on the number of people renting. But, it must be “*all*” other “all applicable building codes or... ordinances.” See RCW 36.01.227.

It is sufficient the code requires “off street parking” for renters. However, bolstering this, the BAV code on commercial activity, of which renting rooms is, also requires at BAV 18.10.060(1):

- (g) There shall be no demand for parking beyond that which is normal to the neighborhood and no unusual or excessive traffic to and from the premises. In no case shall the commercial activity cause excessive on-street parking.
- (h) The proposed commercial activity shall not involve the use of commercial vehicles.
- (i) The proposed commercial activity shall not disturb the tranquility of the neighborhood in any way.

This excessive parking violates all those provisions as well as will be discussed below.

As to “Junkers,” a junker is a vehicle that is either not licensed or does not operate:

“Junker” means any vehicle not currently licensed to be driven on public roads or not currently capable of being legally driven.

BAV 18.10.020. (quotation marks in original). BAV 10.10.020(3) requires Junkers be kept in either “a carport or garage or on private property if screened as defined in BAV 10.10.010...”

There are two other codes worth identifying. They do *not* apply but are worth identifying to prevent a distraction later.

First, BAV 10.10.020(4) allows parking permits for the “unpaved and unplanted portion of the town right-of-way” to be “used for temporary guest or resident parking provided the vehicle... does not violate any provision of this chapter.” That does not apply. **First**, parking passes are only for *residents* or their house *guests* who need more than one week to park a car in a non-conforming place. A renter, alternately called a “roomer” under the code, is neither a “guest” or a “resident” in this context of the code.

The code properly identifies renters differently as a part of the commercial activity. **Second**, passes are only passes from the *specific* parking requirements in BAV 10.10 which is an entirely different set of rules. Thus, these are not passes from the Land Use requirements for roomers/renters in Chapter 18. **Third**, at most these are only “a 14-day parking permit.” They are temporary. The situation here is not temporary parking.

Second, BAV 10.10.030 provides an exception process for “this chapter” but again that is BAV Chapter 10.10 on parking. That is not an exception from the Land Use provision of Chapter 18 cited above on renting rooms and parking of renters’ vehicles.

3. Discussion

Although the number of renters in this single family home is not an issue per se it is context. For over a year two women I estimate to be in their thirties have lived in the home. I have spoke to both. They are not related. One is a mechanic. The other is a travel nurse. I have only spoken to the travel nurse once. The other renter I have spoken to a number of times albeit infrequently. Last year a third person (a man) was also living in the home for a period of months; he was also in his thirties and simply as a means of identifying him he was of Indian descent. I did not speak with him. Last year he moved out and the two women remained.

Approximately two months ago an additional male moved in. Or perhaps I should say he is there every day, parks his vehicles every day, and departs every morning. It is not my place to speculate if he has an apartment somewhere else. However, he has clearly taken up residence in, and parks his vehicles at, the house.

I have taken pictures of vehicles (but *no* people) over time. I have attached a few examples. The cars are persistently parked as described. These are all renters’ cars. ⁴ Below is one example:



⁴ The eldest Vanderhorn daughter drives a silver Ford Escape – with Alaska license plates. It is my understanding she still keeps a room in the home and indeed stays over from time to time.

The three cars jammed in front of the home are rental, on-street parking in violation of BAV 18.10.060(4). They must be parked off street. RCW 36.01.227 expressly preserved *all* other building and zoning codes. The general law of severability and the Villages specific severability clause (BAV 1.01.140) require the number of renter limitation be severed and the severable part enforced.

I submit the red car is a “Junker” in violation of BAV 18.10.020. It *is* currently licensed. However, it did not move one inch in excess of a year. It was moved recently when the renters *pushed it* to the driveway to make room for their other cars. I have seen all the cars operate but the red car. As a “Junker” BAV 10.10.020(3) requires it be kept in the garage; it is impossible to properly screen it.

It is sufficient that these cars are illegal on-street rental parking. However, and while I need not rely on BAV 18.10.060(1), this is also a violation of BAV 18.10.060(1) cited verbatim above. For *months* the renters had an ongoing project on the Junker leaving trash and open, exposed oil while it was worked on. That is notable in light of BAV 18.10.060(1)(g) cited above prohibiting commercial activity that “disturb(s) the tranquility of the neighborhood in any way” in how the activity is conducted:



Open Oil
Container

Thus, in addition to violating parking rental cars on-street, this additionally (independently) violates BAV 18.10.060(1) cited above; this condition violates BAV 18.10.060(1) (g), (h), and (i), it is: “excessive on-street parking,” it is not “normal” to this street, and it does “disturb the tranquility of the neighborhood in any way.”

This excessive rental parking has turned our very small street into a rental car storage lot and at times an open Junker repair business. I see this every second I am in the front of my house. My family must look at it every evening as we sit to have dinner at our family table.

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And, the cars are often jutting out into the street:

Street
Line/Shoulder



The Town Clerk verified there is no permit for the commercial activity of renting rooms. That violates BAV 18.10.060(1).

To bring all this full circle the Town is duty bound to enforce its codes.

1. The illegal on-street rental parking must stop. There must be a fine of \$100 a day per violation until it stops.⁵ Here, this three cars and three violations.
2. The Junker must be parked in the garage. There must be a \$100 a day fine until that is done.
3. The illegal and unpermitted business activity of renting rooms must stop until a permit is obtained. There must be a fine of \$100 a day per violation until it stops.

All of this can be cured if the Vanderhorns will merely exercise any effort to comply with the law as we all must do. How these violations are cured is arguably no moment here but if only to show this is *not* a prohibition of renting nor erecting an unreasonable burden – it is simply the law – I will briefly explain their path forward.

They can continue renting rooms. They need only *first* apply for, and be granted, a permit.

⁵ BAV 18.10.190(2) imposes a \$100 a day fine for violations of Chapter 18 mandating “it shall be a separate infraction for each and every day or portion thereof during which any violation of this chapter... is committed, continued, or permitted.” Arguably, that requires a fine going back the previous year. However, my only goal is abatement not punishment thus a prospective fine should be sufficient assuming the Town enforces it.

That permit, as required by BAV 18.10.060(1) “shall” identify all “conditions” that must be “complied with” that include all safety and land use requirements that renters park off street and that the Junker be moved completely or parked in the garage. Those requirements were *not* invalidated by RCW 36.01.227 and must be severed from BAV 18.10.060(4)’s number of renters limitation. Indeed, the Junker provision has nothing to do with renting.

However, and this is important to note given we are all volunteers and my sense over time is that occasionally some legal requirements are either not appreciated or given insufficient weight, only the landowner may apply for that permit. That is Mr. Robert Vanderhorn. The Vanderhorn’s daughter who I suspect is the person running this rental cannot apply for a permit for her to do something on land she does not own.

A landowner may act through an authorized agent but once a person passes away the only *legal* means to affect their property rights is through probate. Assuming the land is still owned by Mr. Vanderhorn as King County indicates, only a probate trustee may act in the interim through court ordered Letters Testamentary. It would be illegal for the Village to issue a permit requested by a person with no legal standing to request it.

That is *not* hard. But, it must be done.

This matters. The number of cars parked, or whose they are, on the street may be irrelevant on streets designed for on-street parking. As an example:



But here, in this unique Village where there is no street parking and we merely tolerate *some* amount of on-street parking as an accommodation, it is reasonable and the Village has a compelling and legitimate interest and reason to regulate the amount and frequency of on-street parking where it was not designed for in the first place.

Here, we live with a rental car parking lot out of dinning room window in an already cramped street. And worse, it is often a mechanic work area with the Junker that was left with garbage and oil exposed for months and months. I have no intention on being classist or derogatory toward what type of car someone else can afford to drive. These violations would be no less if the vehicles were high value and well kept.

I appreciate the Town will need some time consider the problem and take action however this is not a complicated issue. I suggest action can should be taken in no less than 3 weeks and strongly submit that every day the Town does not act is a further and additional harm. My firm has spent substantial time researching and considering this issue. I am persuaded this legal analysis is correct and anticipate the Town will enforce these important zoning laws.

If you have questions please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan'L W. Bridges", with a stylized, cursive script.

Dan'L W. Bridges