

SUPREME COURT OF SOUTH DAKOTA

Brookside Townhouse Ass'n v. Clarin

682 N.W.2d 762 (S.D. 2004) · No. No. 22969 · Decided June 16, 2004

SUMMARY

The Supreme Court of South Dakota affirmed a mandatory injunction requiring townhouse owners to remove non-approved windows and siding installed in violation of a homeowners association covenant. The court held that the equitable proceeding resolved the owners' related legal claims, so denial of a jury trial was proper, and it upheld the injunction under the applicable factors, including causation, irreparable harm, bad faith, and balancing of hardships. The court also affirmed an award of witness fees and costs for a former association president who testified at trial.

CASE DETAILS

COURT	Supreme Court of South Dakota
WRITING FOR THE COURT	Zinter, Justice; Gilbertson, Chief Justice; Sabers, Justice; Konenkamp, Justice; Meierhenry, Justice
JURISDICTION	South Dakota
DECIDED	June 16, 2004
DOCKET	No. 22969
DISPOSITION	affirmed
PROCEDURAL POSTURE	The townhouse association obtained a mandatory injunction after a court trial on its equitable claims. The trial court bifurcated the association's equitable claims from the Clarins' legal counterclaims, ruled that the equitable decision resolved or mooted the legal claims, and denied a jury trial on those claims. The Clarins appealed the injunction, denial of a jury trial, and award of witness fees and costs.
STANDARD OF REVIEW	Equitable actions, including issuance of an injunction, are reviewed for abuse of discretion. Factual findings concerning willfulness, knowledge, and bad faith are reviewed for clear error. The legal effect of the equitable ruling and the jury-trial issue are reviewed as questions of law.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Oliver Clarin, Inez Clarin v. Brookside Townhouse Association

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QUESTIONS PRESENTED

1. Whether the trial court improperly denied the Clarins a jury trial on their legal counterclaims after deciding the association's equitable claims.
2. Whether the trial court abused its discretion by granting a mandatory injunction requiring removal and correction of the nonconforming windows and siding.
3. Whether the trial court improperly awarded witness fees and costs for a former association president who testified at trial.
4. Whether the Clarins established laches as a defense to the association's enforcement action.

HOLDINGS

1. When the disposition of an equitable claim necessarily resolves the related legal claims as a matter of law, the trial court may dismiss the legal claims without violating the right to a jury trial. The equitable ruling established that the Clarins violated the covenants, that their defenses lacked merit, and that the association had not wrongfully converted the insurance proceeds; therefore, no legal defense or counterclaim remained for a jury.
2. The trial court did not abuse its discretion in ordering the Clarins to remove and correct the noncompliant windows and siding and replace them with materials and colors conforming to the adjoining units and the development's covenants.
3. The Clarins failed to establish laches because the association did not unreasonably delay filing suit and the record showed ongoing negotiations, pre-installation warnings, and commencement of the action immediately after the siding installation began.
4. The award of witness fees and subsistence costs was within the trial court's discretion because Reimnitz actually testified and was no longer an officer or member of the association, so he was not the successful party seeking fees for his own attendance.

KEY QUOTATIONS

“Because the equitable ruling necessarily rejected Clarins' legal claims as a matter of law, there was no legal defense or counterclaim remaining for trial by jury.” (767-768)

“Given the purpose of ... covenants to maintain the desired tone of the land, to prevent nuisances, and to secure the attractiveness of the land, even a ‘minor’ violation of the covenants could be irreparable.” (769-770)

“These facts do not demonstrate unreasonable delay in commencing suit.” (772)

FACTUAL BACKGROUND

The Clarins purchased a townhouse unit subject to covenants requiring prior written Board approval for exterior alterations and requiring harmony with surrounding structures. Without obtaining approval, they installed white windows and began installing light-colored horizontal steel siding, although the surrounding units generally had brown vertical siding and pewter-colored windows. The Board repeatedly denied or sought to bring the proposed alterations into compliance, warned the Clarins that installation could result in legal action, and offered painting or other compliance options. The Clarins proceeded with the work, prompting the association's action for injunctive relief.

PROCEDURAL HISTORY

Brookside sued to compel the Clarins to remove non-approved windows and siding installed in violation of the development's restrictive covenants. The trial court bifurcated the equitable and legal claims, tried the equitable issues to the court, granted a mandatory injunction, and determined that the ruling disposed of the remaining legal issues. It also awarded the association witness fees and certain costs for a former association president who testified at trial. The Supreme Court of South Dakota affirmed.

DISPOSITION

affirmed

CASES CITED

- Skoglund v. Staab, 312 N.W.2d 29, 30 (S.D. 1981)
- First Western Bank, Sturgis v. Livestock Yards Co., 466 N.W.2d 853, 856 (S.D. 1991)
- Nizielski v. Tvinnereim, 453 N.W.2d 831, 832-33 (S.D. 1990)
- Durkee v. Van Well, 2002 SD 150, 654 N.W.2d 807, 812
- Bachand v. Walker, 455 N.W.2d 851, 854 (S.D. 1990)
- Englehart v. Larson, 1997 SD 84, 566 N.W.2d 152, 155
- Prairie Hills Water and Dev. Co. v. Gross, 2002 SD 133, 653 N.W.2d 745, 753-54
- Vaughn v. Eggleston, 334 N.W.2d 870 (S.D. 1983)
- Harksen v. Peska, 1998 SD 70, 581 N.W.2d 170, 175
- Hentz v. City of Spearfish, Dept. of Pub. Works, Office of Planning & Zoning, 2002 SD 74, 648 N.W.2d 338, 341
- City of Sioux Falls v. Miller, 492 N.W.2d 116, 120 (S.D. 1992)
- Conway v. Conway, 487 N.W.2d 21, 24 (S.D. 1992)
- Golden v. Oahe Enterprises, Inc., 90 S.D. 263, 279, 240 N.W.2d 102, 110 (1976)
- Cheskey v. Cheskey, 298 N.W.2d 180, 183 (S.D. 1980)
- Commercial Trust and Savings Bank v. Christensen, 535 N.W.2d 853 (S.D. 1995)
- Kallis v. Beers, 375 N.W.2d 642 (S.D. 1985)
- State v. Corey, 2001 SD 53, 624 N.W.2d 841, 845

- State v. Pellegrino, 1998 SD 39, 577 N.W.2d 590, 599
- State v. Beck, 2000 SD 141, 619 N.W.2d 247, 254
- Prairie Hills Water & Dev. Co., 2002 SD 133, 653 N.W.2d 745
- Spring Brook Acres Water Users Ass'n, Inc. v. George, 505 N.W.2d 778 (S.D. 1993)
- Hammerquist v. Warburton, 458 N.W.2d 773 (S.D. 1990)
- In re Estate of O'Keefe, 1998 SD 92, 583 N.W.2d 138

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