

9-1-1999

Workman v. Brighton Properties, Inc., 976 P.2d 1209 (Utah 1999)

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Ryan O. Reimers, Court Report, *Workman v. Brighton Properties, Inc.*, 976 P.2d 1209 (Utah 1999), 3 U. Denv. Water L. Rev. 205 (1999).

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the negligence standard applies in all other flooding circumstances unrelated to changes in a river's carrying capacity.

Jensen next argued the trial court erred by admitting statistical evidence of historical River runoff levels. Jensen contended the trial court should have excluded the evidence, under Rule 403 of the Utah Rules of Evidence, because its prejudicial effect outweighed its probative value. The court held the probative value of the statement "that flooding of the 1983's and 1984's magnitude would occur only once every 200 to 30,000 years" was not substantially outweighed by its prejudicial effect. The court supported this holding with the fact that Jensen had the opportunity to cross-examine the witness and establish the 200 to 30,000 year flood occurred in two consecutive years.

Jensen also argued the trial court should have excluded a videotape depicting a dam downstream of the Reservoir collapsing as a result of the 1983 flooding. Jensen claimed the video was irrelevant because it depicted a flooding area far downstream from Jensen's land. The court found that IPA introduced the video to support its position that system wide flooding necessitated considerations of conditions downstream in the management of the Reservoir. Therefore, the court upheld the admission of the video as relevant in IPA's defense of negligence.

Finally, Jensen appealed a jury instruction relating to the authority of the River Commissioner. The instruction in dispute instructed the jury to find for the plaintiff if they found IPA had the right or ability to control the discharge of water from the Reservoir, and the River Commissioner was IPA's agent. Jensen argued this instruction ignored the fact that IPA negligence may result even if the commissioner did not act as IPA's agent. The court held that if the jury instructions, taken as a whole, instruct jury on the applicable law, then reversible error does not occur because one instruction, standing alone, is inaccurate. The jury instructions here considered as a whole, allowed the jury to find IPA negligent even if the River Commissioner did not act as IPA's agent. Therefore, the court held the trial court did not err in instructing the jury on the applicable law.

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(holding a property owners association can levy assessments on a property owner in accordance with the associations governing documents even when the expenditure does not benefit the owner's property).

H. Ross Workman ("Workman") filed suit to prevent Brighton Properties, Inc. ("Brighton") from levying an assessment for the development of a water system in Silver Lake Estates Subdivision No. 1 that did not benefit Workman's property in Silver Lake Estates

Subdivision No. 2.

Silver Lake Estates consisted of two subdivisions, No. 1 and No. 2, located approximately one mile apart in Big Cottonwood Canyon. Brighton, a non-profit organization, provided services to lot owners in Subdivisions No. 1 and No. 2. The lot owners in Silver Lake Estates each owned one share of Brighton stock. The same articles of incorporation, bylaws, and restrictive covenants governed both subdivisions.

In 1986, Workman and his wife entered into an agreement to purchase lot three in subdivision No. 2. The warranty deed conveying the property to Workman subjected the property to covenants, conditions, rights of way, easements, and reservations of record enforceable in law or equity. In 1996, Brighton notified Silver Lake Estates property owners of a \$300 assessment to fund a study of Brighton's water source and distribution system. The sole issue before the Utah Supreme Court was whether the trial court correctly held Brighton could levy the \$300 assessment against Workman.

The Utah Supreme Court began its analysis with the relevant documents. It found that Brighton's articles of incorporation intended the corporation to own water rights and engage in water development for the benefit of the two subdivisions. In addition, the bylaws empowered the Board of Trustees to assess each shareholder necessary amounts to carry out the purposes of the corporation. The court recognized that Workman's warranty deed subjected his lot to restrictive covenants, and found the covenants addressed the relationship between water development and assessments levied on the two subdivisions in great detail.

The court held the bylaws of a corporation, the articles of incorporation, the statute under which the corporation was incorporated, and the members' application constituted a contract between the member and the corporation. Furthermore, the court held that recorded restrictive covenants were enforceable against property owners who purchased property subject to those covenants. Workman did not dispute his contractual obligations to Brighton, however, he argued Brighton could only levy an assessment against him if his lot benefited from the expenditure. The court found that the aforementioned documents clearly contemplated improvements to both subdivisions, however, not necessarily at one time. Relying on precedent, the court held that although a landowner may not benefit from an assessment, the terms of the governing documents still required him to pay the full assessment. The court noted that Workman did not receive an overriding inequity because he had notice of his obligation to pay assessments, and there was no evidence the assessment was used to disproportionately benefit one group of lot owners. Therefore, the court upheld the trial court decision.

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