



## Condominium Law Q&A

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### Gary A. Poliakoff, JD

gpoliakoff@becker-poliakoff.com

TEL: 954.987.7550

FAX: 239.433.5933

**Question** – I read your article every week. Thanks for offering such insight for the rest of us to enjoy. My situation is this. I live in a 50 unit condo, 6 story building, in Fort Lauderdale, including a first floor carport. There are 10 units on each floor and 5 floors of units, so each unit above the other is an exact copy within the 5-story “stack”. I’ve been having slow drainage from one of my showers. Once all the water had drained, I used a flashlight to look down the drain for clogs. Nothing was found, but I was only able to see down 12 inches before the pipe bends 90 degrees and runs horizontally where it eventually empties into the vertical stack drain some 6 feet away. Our condo president told me if the units above have no shower issues, it must be local to my unit and at my cost. Eventually, the condo association hired a plumber to look into my problem and discovered the trap along the horizontal pipe between my shower drain and the stack’s vertical main drainage was blocked. I have been told that the section of pipe that runs from my shower to the vertical stack is my responsibility. However, in my opinion, it is part of the common infrastructure of the building, since it physically is outside my unit and has to be accessed between the floors. Am I truly responsible for plumbing pipes outside of my unit, whether or not they originated from my shower before interfacing into the main vertical stack drainage pipe? Further, the condo president had plumbers fix the clog and has added the charge to my account. The charge was for \$241 for 40 minutes worth of work including 3 collar

clamps. I know this because I stood by and watched the plumbers work. Not only does this price seem unreasonably high, but I do not feel I should pay for pipe work outside my unit. R.T., Fort Lauderdale.

**Answer** – Plumbing lines, including those located outside the unit boundaries, which service only a particular unit, are the maintenance responsibility of the unit which it services.

**Question** – I am a unit owner in a planned development governed by Florida Statute 720 [HOA Act]. All of our units are ground level. Our legal descriptions give each unit owner title to land under the foundation, extending three feet past the footing. We also have exclusive easements to common areas appurtenant to this land. Our original covenants did not specify what use this exclusive easement has. Our recently restated covenants, passed overwhelmingly, do not provide any rights beyond exclusive use rights. No construction on these areas is permitted. A few owners want to extend slab patios from their units onto these appurtenant exclusive common areas. Is this permissible. J.R., Port Orange

**Answer** – Having an easement, in and of itself, does not permit the holder of the easement to construct upon the easement. Accordingly, a validly enacted amendment to the covenants, conditions and restrictions that is not in conflict with the language within the easement can prohibit unit owners from extending a patio slab onto the easement area.

**Question** – I belong to a homeowners association and our current board is planning a meeting of the board, at which they do not want association members present. I pointed out that section of Florida State Statutes related to board meetings [s.720.303(2) Board Meetings...], which indicates a meeting of the board can only be closed for two reasons, both of which involve an attorney. One board member responded as to being in agreement with the fact meetings should be open to all association members, but disagreed when it put a prohibition against the ability of the operating board or committees to participate in workshops to better improve the operations of the committee or board for the betterment of the community. I believe the term “workshop” is being

applied inappropriately. The board merely wants to privately discuss issues related to the association. By using the term “workshop,” can the board hold a closed session or must it be open to association members? J.J., Ormond Beach

**Answer** – You are correct, all meetings of the board [any gathering of the board at which a quorum of directors is present] must be noticed and open to the members, other than a meeting between the board and legal counsel with respect to proposed or pending litigation. “Workshop” meetings and “executive sessions” are not immune from the mandates of the Homeowners Association Act, and such meetings must be open to the members. ■

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*Gary A. Poliakoff is a founding principal of [Becker & Poliakoff, P.A.](#) and has served as its President since the inception of the Firm. He is on the Board of Governors of the Shepard Broad Law Center of Nova Southeastern University where he is an Adjunct Professor, teaching Condominium Law and Practice.*

*Mr. Poliakoff is co-author of Florida Condominium Law and Practice, The Florida Bar Continuing Legal Education, 1982, and author of a national treatise, The Law of Condominium Operations, West Group, 1988. Mr. Poliakoff can be contacted by emailing [gpoliakoff@becker-poliakoff.com](mailto:gpoliakoff@becker-poliakoff.com).*