



## Condominium Law Q&A

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**Question** – I have seen in several articles a statement which says that unit owners are supposed to have the “mandated coverage” for each unit. This, I assume, means that each unit owner must have coverage for his individual unit. Several months ago, I contacted the toll free number in Tallahassee and asked if I was required by law to have insurance coverage on my condominium unit – I was advised that Florida Statute 718 does not require unit owners to have coverage and to refer to my condominium documents. I further contacted my association’s insurance agent and was advised that there is no mandated coverage. I would therefore appreciate knowing where in the statutes it mandates that each unit have the “mandated coverage.” S.C., Cocoa

**Answer** – Bottom line, whoever you spoke with in Tallahassee [not sure if you spoke with someone at the Bureau of Condominiums, or Department of Insurance] didn’t know what they were talking about. The Condominium Act mandates that the association provide coverage for all improvements to the condominium except for certain delineated items [unit floor, wall & ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water filters, built-in cabinets, countertops, and window treatments, and similar window treatment components], which items **shall** be insured by the unit owners. The section of the Act which mandates that unit owners cover the specified items is Florida Statutes 718.111(11)(c).

**Question** – I am chairman of our election committee at Springs of Suntree in Suntree, Florida. I have some suggestions that I want to present to our board in order to achieve an easier method of electing directors. My suggestions are as follows, and I would like your opinion. (1) Eliminate proxy altogether. We will preserve the right of a homeowner to defer to the secretary of the board. (2) Eliminate nominations from the floor at the annual meeting. It seems to be a waste of everything. (3) Eliminate return postage. (4) Condense candidates photo and bio so that all candidates will fit on a 8 ½ x 14 sheet of paper, in order to save outgoing postage. (5) Increase candidates qualifications to include time spent on committees, working with the board, attending meetings, etc. (6) Reduce contents of outgoing envelope so that it requires only one 39 cent stamp. (7) It’s ok to not have an election. If we do not have enough candidates to fill the board vacancies, we can have an election by acclamation and/or appointment by the board. A.F., Melbourne

**Answer** – The Condominium Act already mandates much of that which you propose. Unfortunately, the HOA Act does not. Accordingly, until the HOA Act is amended to conform it with the Condominium Act, the articles and by-laws of each homeowners association will control the conduct of HOA elections. Therefore, to implement the suggestions you make will require an amendment of the articles and by-laws of your HOA.

**Question** – Our complex has seventy-five townhouses. Many of the garage doors and entry

doors have begun to rust and are in need of repainting and maintenance. When approached about this problem by registered mail, the board interpreted our covenants and restrictions to mean, "Rust and maintenance on doors is the responsibility of the homeowner, not the association." We have enclosed copies of the covenants and restrictions of Coquina Palms, as well as copies of our letter to the board and their response. We disagree with their interpretation, and would appreciate your clarification, if possible. P.C., Indian Harbour Beach

**Answer** – Unfortunately, the drafter of the covenants, conditions and restrictions, while clear as to the maintenance responsibility for the roof and exterior walls of the townhomes [HOA responsibility], failed to state unequivocally whether the lot owner or the HOA is responsible for the front doors [The windows are clearly the responsibility of the homeowner.] That said, the specific controls over the general and, therefore, a fair interpretation of the covenants is that the lot owner is responsible for maintenance of the front doors.

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