



Community Association Q&A

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Question – I live in a 24 unit condominium. The board is just refusing to obtain flood insurance for the common areas and the outside of the building. Doesn't make sense that if a mortgage is in place we must carry flood for the inside. If a flood destroyed the outside no sense in fixing the inside. The attorney cannot determine what hazard insurance entails. Would appreciate your answer. D.B., New Smyrna Beach

Answer – The association is mandated by law to obtain and maintain adequate insurance to protect the association, the common elements, and the condominium property which it is specifically obligated to insure under provision of the Act. Inclusion within the coverage which the association is authorized to obtain and maintain is flood insurance. In fact, if the condominium is within a flood zone, the appropriate party for acquisition of flood insurance is the association. The failure of the association to obtain flood coverage can impair the ability of the unit owners to obtain a loan secured by a mortgage against their unit. Flood coverage is a mandatory prerequisite for lending within a flood zone. Accordingly, it is not clear to me how the board in the exercise of its fiduciary duty can refuse to obtain the necessary coverage, and why the unit owners allow them to do so.

Question – I live in a co-op, where the president holds many illegal meetings. He has board meetings with only his co-directors. When he was questioned by a owner as to why the meetings are held without notifying all the owners, he stated that he can hold as many meetings as he wants. Whenever he desires. He states he does not need to inform anyone concerning what he wants to discuss. When he is informed that the meetings are illegal, he gets defensive and nasty. He also thinks he has the right to dismiss one of his directors, simply, because she disagrees with him. He does not have the right to dismiss, nor the right to hold secret, illegal meetings. Also, he never allows minutes to be taken at the meetings. He states nobody's business. He thinks he is king and can do no wrong. I.O., West Palm Beach.

Answer – Like all tyrants, your king needs to be de-throned. Fortunately for unit owners living in common interest ownership housing communities this can be easily accomplished through the means of a very potent weapon – the right, with or without cause, to remove board members, by a petition signed by a majority of all the unit owners. Failing that, for condominium and cooperative owners, there is the Division of Florida Land Sales, Condominiums and Mobile Homes which will, no doubt, be willing to inform the tyrant that the kingdom he presides over is a

democratic one, State imposed and regulated procedures designated to protect the rights and interests of the unit owners and to ensure openness in governance.

Question – Since 1999 I have lived in a community that was first built in 1989 by and mainly for French Canadians from Quebec, who reside in Florida for the six-month “season.” Gradually non-French speaking buyers moved in, and at times, the population has been nearly 50-50 French and Americans. When I first attended board meetings, they were in French only. Then, when a couple of Americans were elected to the board, the meetings started in French and were translated in English. Now the meetings are held in English and translated in French afterward. However, the clerical staff in the condominium office was primarily French, who had difficulty speaking English and had very limited writing skills. I was hired to work in the office two years ago to write most of the English letters and documents, but there has always been at least one staff who can speak French. Here is my question: Since our documents don’t specify a mandate that office staff must speak French, must the office staff bow to pressure from French Canadian

owners and provide a French speaking staff. E.C., Hypoluxo

Answer – Interestingly enough, there is no official language of the United States. Florida, on the other hand made English, the official language of the State by mandate. Accordingly, I am of the opinion that all community association meetings must be conducted in English. That said, recognizing the multi-cultural and national diversity of our State and its residents, and the importance of the association in being able to communicate effectively to all the unit owners, and the unit owner participating in the business of the Association, I see no problem with sending notices in both English, Spanish, French or other predominant languages spoken by the unit owners. I also recommend, when necessary, for the association to have a bi-lingual unit owner, or outside professional, present at meetings to translate the proceedings. Less clear, was a recent demand from a hearing impaired unit owner who asked that a sign language interpreter be provided by the association as a necessary and reasonable accommodation under the Fair Housing Laws. In that case, while the association invited the unit owner, at her expense, to hire a translator, it did not do so as a common expense.

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