



Condominium Law Q&A

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Question – I would be remiss if I did not begin by saying how invaluable your column has been over the years in answering and/or resolving both minor and major issues that have arisen! Like many other buildings on the beach, our older building suffered major damage as a result of recent hurricanes. My question has to do with the replacement of balcony sliding glass doors. While I devoured your detailed article on the subject, which appeared in another of your columns, it didn't address our issue. As your article states, if an owner's exterior sliding glass doors are blown in/out or destroyed, as a result of a hurricane, it is the building's responsibility to replace them (and bring them up to current code, right?). However, if the owner wants to upgrade to hurricane resistant glass, which is considerably more expensive, the difference in price between bringing them up to code, and the far more costly hurricane glass, is to be borne by the owner. Is this true? Or, is the building responsible for bearing the entire exorbitant cost of the hurricane resistant glass? L.L., Fort Lauderdale

Answer - If the Association has approved hurricane shutters, and a unit owner elects to upgrade to impact glass, the cost of the installation is a unit expense.

Question – I live in a coop in Fort Pierce. The coop owns the land on which it is situated. We have a board, and I believe they are breaking the law. We have a small area to store our boat trailers, and it is

common ground, but we've been paying rent to use it for years. Now, they have raised the rent, which made us realize we are paying rent on land we all own. The question is, if we are a coop, and we are paying rent on common ground that we all own, should we be paying rent at all? R.C., Fort Pierce

Answer – A cooperative is a slightly different animal than a condominium or an improved lot, governed by a homeowners association. In those forms of common interest ownership, the unit owner truly owns their home, holding a deed to same. In a cooperative, the cooperative association owns the land and improvements (that is unless it is a leasehold) and the unit owners are issued shares of stock in the corporation, and by virtue of that stock ownership, are granted a use right to their apartment. In law, there is an important distinction. The condominium and lot owners own realty, the cooperative owns a share of stock, or personalty. That is why cooperatives are more restrictive on who owns and who does not, because the rights vary slightly. In all forms of common interest ownership, the association generally has the right to charge a use fee when one is granted the exclusive right to use of a portion of the shared property to the exclusion of other unit owners. The most common example of this is boat docks or covered parking spaces. In this case, I assume it is for the right to park a boat in the limited boat docking spaces. The fee must be reasonable. If so many of the unit

owners feel it is not, you should take the matter up with the board.

Question – How can you change the by-laws in a condominium? J.W.C. – Jensen Beach

Answer – As is often said, unlike the Ten Commandments, condominium documents are not written in stone and can be amended in accordance

with the procedures set forth in the document and State law. There are a few provisions within the documents such as the right to vote and the percentage of ownership of the common elements, which do require the consent of 100% of the unit owners, but otherwise it ranges from a simple majority to 75%

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