



Condominium Law Q&A

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Question – The subject condominium association includes two buildings located on the ocean in Vero Beach, Florida, plus a small building which houses the Manager’s office and an on site residence for the Manager, which building (and a recreation room in one of the major buildings) are association properties. All of the windows in the two buildings were replaced in 2000 with “missile impact” windows. We are advised that these windows offer only limited protection from water blown at wind speeds above the design standard, usually wind driven rain at about 65mph. This was best evidenced during Hurricanes Frances and Jeanne. It appears that in many, or most units, water penetrated into the walls and drywall around and under the windows. While some water came in within the window glass and frame, it was also obvious that some of the water came in through the outside corners of the window frame where the window unit adjoins the stucco covered block wall, or around caulking joints. We were advised that hurricane shutters covering the entire window opening would offer additional protection against storm driven water penetration. Based on the obvious problem and the recommendations of the manufacturers, the board determined that it would require that every unit window have hurricane shutters. The board then received notice from an owner, citing a statutory provision, which he interprets to say that, if the unit has laminated windows, then the association may not install shutters over those windows. Can you explain the reasoning behind s.718.113(5),

Florida Statutes, and tell us if it reads that there is an absolute prohibition against adding storm shutters over impact windows for added protection of the buildings and units? Can unit owners voluntarily install hurricane shutters on their unit windows? Can the board install hurricane shutters on the manager’s unit, assessing the cost as a common expense?

Answer – The reason the Act was written as it reads was to maintain the architectural integrity of buildings built and designed with code compliant hurricane impact glass. Interestingly, when the Division was asked the same question, “Can unit owners voluntarily install hurricane shutters over impact glass,” it answered in the affirmative, noting that the prohibition against installing hurricane shutters over laminated glass applies to boards only, not to the unit owners. While it is true that at certain wind velocity it may be impossible to stop all water penetration, properly installed impact glass and window frames, along with water resistant paint, should be able to keep a lot of water out of the building. Insofar as the board proceeding with the installation of hurricane shutters over the impact glass in the manager’s unit, that does violate the law; the rationale for which I have already explained.

Question – I have a condo unit in a fairly new building. The board of directors requested that all renters use the same rental agreement that they are amassing. With a lawyer’s help, they came up with

a fourteen (14) page agreement. They have shortened it to six (6) pages. For the last seven years, I have used the same rental agreement at another condo. This condo says I can't use it any longer. Do they have the right to dictate what rental agreement I am to use. Also, they say I must include my Tax ID which I have with the county and state, as they are liable, if I don't pay my 6% and 6 ½% taxes. Is that correct? B.C.A., Daytona Beach

Answer – Associations can mandate that all rental agreements be uniform. That said, I generally recommend that associations prepare a form of “addendum” to rental agreements containing only those provisions necessary to protect the association's interest, leaving it up to the landlord and tenant to hammer out the primary agreement. While Florida does impose a transient rental tax, it is the obligation of the landlord, not the association, to collect it; that is, unless of course the association is operating a time-share or rental pod operation.

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