



## Condominium Law Q&A

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By Gary A. Poliakoff

gpoliakoff@becker-poliakoff.com

Tel: 954.987.7550

Fax: 954-985.4176

**Question** – We are an incorporated residential mobile home park in Martin County for those 55 years and older. The corporation owns the land and each mobile home owner, has a single share in the corporation and a proprietary lease that allows them to have their mobile home occupy a designated lot within the park. We are now experiencing a situation whereby someone under 55 years of age has acquired one of the mobile homes. We have denied him a share or a lease. What prudent steps should be taken to have him either transfer title to his mobile home to someone over 55 years of age or remove his mobile from the park? B.M., Portsmouth, NH

**Answer** – I am assuming that the restriction against individuals below the age of 55 residing within the community is embedded in covenants, conditions and restrictions recorded in the public records, and that those restrictions have been timely and uniformly enforced. If so, the relief you seek, unless the violating owner voluntarily complies, is to enjoin the purchase, which will require legal action and the hiring of an attorney.

**READER FEED BACK:** This note is a comment, rather than a question, regarding the article concerning the use of shutters in condominiums. According to the article, many associations are drafting rules which specify when shutters can be closed and when they must be re-opened. My husband and I live full time in a 57 unit

condominium complex. We do not have hurricane proof sliding glass doors, but we do have hurricane shutters. These are used by us for many reasons other than hurricane protection. An example would be for a breeze in our unit during turtle season. We lower the shutter to the floor but do not close it completely, thus screening the beach from our indoor lights while allowing ourselves the pleasure of the natural breeze when the weather is cool and air-conditioning is not necessary. We also lower the one in our guest bedroom along the walkway, closing it only part way, when we have overnight guests. this allows them to have the window open, the breeze coming through, but protects them from outside eyes as they read in bed. To be told when we could or could not use our personal property would not be taken lightly by us. I should think we would have a claim of infringement upon our rights. I might be wrong, but would certainly research it, if our board made such an unjust rule. P.J., New Smyrna Beach.

**Question:** I have a question concerning the necessity of a Grievance Committee to be able to levy fines for violations of the covenants, conditions and restrictions in a planned unit development. Is it necessary to have a separate committee, and if so, could renters, as well as homeowners, serve on that committee? I would appreciate any information you could give me. M.G., W.P.B.

**Answer** - Grievance Committees under the Homeowners Association Act must be composed of at least 3 members of the association ( that precludes renters), appointed by the Board, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the association. For a fine to be levied, the committee must approve same. Owners who are brought before a grievance committee must be afforded " due process." Translated, that means be given notice of the hearing and an opportunity to be heard.

**Question** - I live in a homeowners association controlled community and, at our last board meeting, the president quoted you as saying: that after the

official business of the meeting was completed and the floor was opened to the unit owners for a Q and A and statements about the affairs of the community, with the entire board present, that minutes were not required. I told him that Florida Statutes 720.303(2) and(4) (f) states that, any time a quorum of the board meets, it is an official meeting and minutes must be taken and held for 7 years. Is this correct? S.M., Palm Beach

**Answer** – Yes, you are correct. Minutes are not a verbatim transcript of everything said at a meeting. The minutes need only contain a summary of what transpired and the actions taken.

*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).*