



Condominium Law Q&A

June 24, 2008

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Question – I distinctly remember reading in a condominium advice column that an owner in Florida had a right to use solar collecting panels on their limited common area balconies, as an energy savings methodology. In attempting to locate this legal privilege, I can find no mention of it in *The Condominium Concept* by Dunbar, or in *Florida Condominium Law & Practice* by the Florida Bar Association. I'm guessing, therefore, that the privilege is extended from some other non-condominium law area, thus giving Florida residents in general a right to use such energy saving devices for low voltage battery charging purposes. I would very much appreciate hearing your interpretation of a condominium owner's right to erect and use solar panels, providing of course that their attachment is not secured to a common area of the building structure. B.R., Hutchinson Island

Answer – Indeed, your recollection is correct. It is a question which I have answered previously in my column. Florida Statutes, Chapter 163.04 (Energy devices based on renewable resources), provides that a deed restriction, covenant, declaration, or similar binding agreement may not prohibit or have the effect of prohibiting solar collectors, clotheslines, or other energy devices based on renewable resources from being installed on buildings erected on the lots or parcels covered by the deed restrictions, covenant, declaration or binding agreement. Nor, may a condominium unit owner be denied the right to

install solar collectors or other energy devices within the boundaries of the condominium unit.

Question – I live at Palm Chase Lakes in Boynton Beach, Florida. I was given a Blue Book that listed the covenants, conditions and restrictions of our Condominium. In it, the Book states that the condo association has the obligation to maintain and replace any grass or landscaping, if lost, that was originally planted in my green area. Hurricane Wilma downed 2 trees, and some shrubs planted by the builder, in my green area. The condo replaced the shrubs but will not replace the trees. The condo manager says that they do not have an obligation to replace the trees because they were lost by an "Act of God," the hurricane. Can this "Act of God" negate the condo association's obligation to replace lost original landscaping? I would appreciate your answer to my question. J.J.G. Boynton Beach

Answer – There is an arbitration decision on "all fours" which essentially says it is in the board's sole discretion to determine the nature and extent of landscaping to be replaced, following a hurricane.

Question – I am on the board of my West Palm Beach condominium association. We have a gentleman on the board who lives in our community. He is the treasurer of our board, and his spouse owns the management company that we use. The business is also operating out of the residential condo. Is there a conflict of interest?

Answer – The board member whose wife owns the management company does have a conflict of interest and must abstain from voting on all matters related to employment of the management company. Furthermore, I am not comfortable with this

individual serving as treasurer, a position which I assume gives him check signing authority and oversight of the expenditures of the association and the management company.

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